

**SETTLEMENT TERM SHEET**

CASE NAME: \_\_\_\_\_

CIVIL ACTION NO: \_\_\_\_\_

**1. CONSIDERATION**

Amount: \_\_\_\_\_ Due Date: Specify in § 5

Made Payable To: \_\_\_\_\_

Payment From: \_\_\_\_\_

Form of Payment:      Trust Account Check                      Certified or Cashier's Check  
                                         Wire                                      Other \_\_\_\_\_

Payment Terms, if any: \_\_\_\_\_

Are there any third party liens to be paid out of settlement?

No      Yes: Lienholder and amount to be paid: \_\_\_\_\_

**2. ADDITIONAL SETTLEMENT TERMS, IF ANY:** \_\_\_\_\_

**3. ADMISSION OF LIABILITY AND SCOPE OF RELEASE(S)**

Admission of Liability?              Yes              No

**Scope of Released Parties:**

Release of Defendant(s) Only *(including, for corporate defendants, all parents, subsidiaries, affiliates, officers, directors, employees, agents, and attorneys)*

Global Release of All Parties - Plaintiff(s) and Defendant(s) *(including, for corporate defendants, all parents, subsidiaries, affiliates, officers, directors, employees, agents, and attorneys)*

Other: \_\_\_\_\_

**Scope of Released Claims:**

Limited: All claims arising out of the same transaction or occurrence as the subject matter of the civil action, whether asserted or unasserted

Global: All claims of any nature regardless of whether they arise out of the same transaction or occurrence as the subject matter of the civil action, whether asserted or unasserted

Other: \_\_\_\_\_

**4. CONFIDENTIALITY**

Are Settlement Terms Confidential?                      Yes                      No

If Confidential, What Can be Said Publicly?

Dispute Amicably Resolved

\_\_\_\_\_ Nothing

\_\_\_\_\_ Other \_\_\_\_\_

Exceptions to Confidentiality:

Attorneys, Tax Advisors

Immediate Family Members

As Otherwise Required by Law

Other: \_\_\_\_\_

**5. SCHEDULE**

Formal Agreement to be Prepared by: \_\_\_\_\_

And Sent to Other Parties on or Before: \_\_\_\_\_

Other Parties to Respond on or Before: \_\_\_\_\_

Final Agreement Signed on or Before: \_\_\_\_\_

Payment Issued on or Before: \_\_\_\_\_

Dismissal Filed on or Before: \_\_\_\_\_

**6. EFFECTIVE DATE AND SETTLEMENT AUTHORITY**

This agreement is binding immediately and not contingent upon execution of a formal settlement agreement.

Each party representative affirms by signing below full authority to enter into this settlement on behalf of the party.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

[signatures on following page]

**PLAINTIFF**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**PLAINTIFF**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**DEFENDANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**DEFENDANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**DEFENDANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**COUNSEL FOR PLAINTIFF**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**COUNSEL FOR PLAINTIFF**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**COUNSEL FOR DEFENDANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**COUNSEL FOR DEFENDANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**COUNSEL FOR DEFENDANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name