

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