
v.

Cause No. _____

Confidential Mediated Settlement Agreement

The above-referenced cause was convened for mediation on _____, with all parties participating personally and/or by and through authorized representatives and through counsel. The parties made the following agreements, *and agree that the following terms of this settlement shall remain confidential*:

_____ agrees to accept, and _____ agrees to pay, the total sum of \$_____, in full and final settlement of all disputed claims in the above-referenced litigation. The settlement proceeds shall be tendered no later than ___ days from the date of this agreement [on or before _____].

Defendant shall issue payment of the settlement proceeds by separate checks to Plaintiff and Plaintiff's counsel's law firm, amounts to be provided by Plaintiff's counsel. [Defendant shall issue appropriate, separate 1099's, to the extent allowed by law to do so.]

[Defendant shall, in the future, in response to any appropriate inquiry regarding Plaintiff's employment with Defendant, indicate the dates of Plaintiff's employment, her job, title, her compensation, and that she is eligible for rehire.]

The parties contemplate the preparation of more detailed settlement documents which will contain a full, complete, mutual and general releases by the parties of each other, and an agreed order of dismissal, with prejudice, of all claims in the above-referenced lawsuit. The final settlement documents will include a provision preserving the confidentiality of the terms of this settlement agreement, [and a mutual non-disparagement clause,] [with a liquidated damages provision of \$_____ for a proven violation of the confidentiality/non-disparagement clauses.] In any proceeding in which one party alleges violation of the confidentiality and/or non-disparagement clause, the prevailing party shall be entitled to recovery of its fees and expenses.

·The parties agree to pay their own attorney's fees and costs, except as set forth above.

·In the event there is any dispute over the terms of the final settlement documents or the consummation of this agreement, the parties agree to submit the dispute to non-binding mediation before a mediator to be agreed upon by the parties, or failing agreement, appointed by the Court.

·The mediator is authorized to promptly communicate to the court that the mediation was successful, and that the Court should anticipate the submission of an appropriate agreed order of dismissal in the near future.

·In reaching this mediated settlement agreement, each party has relied on its own counsel, and has not relied on any representation by the other party, the other party's counsel, or the mediator; each party to this mediated settlement agreement has made certain that this agreement has been independently reviewed by their own legal counsel before executing the agreement.

·The parties have read and understand this agreement, and further agree to be bound by this agreement, notwithstanding that more detailed documents are contemplated.

AGREED: _____ date_____

_____, Plaintiff

_____, Counsel for Plaintiff

_____, Defendant
by its authorized representative

_____, Counsel for Defendant