

Bells & Whistles:
Miscellaneous Provisions for Mediated Settlement Agreements

Payment terms/Agreed Judgment: A

The payment obligation in favor of the Claimants is to be secured by a form of Agreed Judgment, in the amount of \$_____. Claimants agree not to abstract, file, or otherwise proceed to collect on the Judgment unless and until Respondent defaults on a payment obligation. Respondent shall be entitled to credit against the Judgment for any amounts paid up until the default.

Payment terms/Agreed Judgment: B

Defendants payment obligations shall be secured by an Agreed Judgment in the amount of \$_____. Upon payment of the final installment, Plaintiff shall execute a Release of Judgment as to all Defendants. So long as the Defendants do not default on their payment obligations, Plaintiff shall not file, abstract or other wise proceed in any manner to enforce or collect the judgment. In the event of default, Plaintiff may proceed with any and all lawful means of collection and enforcement, giving credit against the judgment amount for all sums paid.

Conditioned on guardian ad litem/Court approval

This Mediated Settlement Agreement is expressly conditioned upon and subject to review and approval by a court appointed *guardian ad litem*, and ultimately review and approval by the Court.

ADR: A

In the event there is any dispute over the execution of the final settlement documents and the consummation of this settlement, 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.

ADR: B

In the event there is any dispute over the terms of the final settlement documents, the mediator shall serve as final arbiter with authority to resolve any dispute over final settlement terms.

ADR: C

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 AAA.

Confidentiality: A

The final settlement documents will include a provision preserving the confidentiality of the terms of this settlement agreement.

Confidentiality: B

The terms of this settlement will be held confidential by the parties.

Confidentiality/Indemnity

The parties agree to execute a formal, confidential compromise settlement agreement which will contain the following clauses:

- (1) a confidentiality clause applicable to all parties and their representatives, agents, family members and attorneys;
- (2) indemnity and hold harmless clause in favor of Defendants for any medical expenses, costs bills or fees incurred by Plaintiff relative to the _____ accident; and
- (3) agreed separation of employment clause severing the employment relationship between the two parties both in the past and in the future.

Costs reimbursed

In addition to payment of the settlement proceeds to _____ by _____, _____ agrees to reimburse to _____ the taxable court costs incurred by _____ in this litigation, not to exceed \$ _____ .

Authorized

The undersigned representatives of the parties represent that they are fully authorized to enter into and execute this agreement.