

**MEMORANDUM OF UNDERSTANDING OF SETTLEMENT AT MEDIATION**

Matter Name: \_\_\_\_\_

Court (if applicable): \_\_\_\_\_

Matter No.: \_\_\_\_\_

(The Matter Name, Court, and Matter No., and all claims made therein shall hereinafter be referred to collectively as the "Action(s)")

The undersigned parties convened a mediation with \_\_\_\_\_, Mediator, on \_\_\_\_\_, and agreed to a mutually-acceptable resolution of their disputes concerning the above-referenced matter and hereby memorialize the terms of their agreement as set forth below in this Memorandum of Understanding ("MOU").

1. The parties to This MOU are:

1.1 \_\_\_\_\_

1.2 \_\_\_\_\_

1.3 \_\_\_\_\_

1.4 \_\_\_\_\_

1.5 \_\_\_\_\_

2. The above-described parties were represented at the mediation through independent counsel of their choosing, and acknowledge that this MOU form was is of the creation by the parties; that the Mediator did not provide this form directly to the parties; that the parties and their counsel alone are responsible for stating the terms upon which they have settled and compromised their disputes; that the Mediator's role in the mediation was limited to that of a settlement facilitator; that the Mediator has not undertaken to represent or provide legal advice, tax advice, or legal opinions to the parties or their counsel either during the mediation or concerning the MOU.

3. The terms of this mediated MOU are:

3.1 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.2 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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3.3 \_\_\_\_\_  
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3.4 \_\_\_\_\_  
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3.5 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. The following miscellaneous terms apply to this MOU if and only if checked and initialed by each party:

No.	Apply <input checked="" type="checkbox"/>	Party Initials	Provision
4.1	<input type="checkbox"/>	____ _	Each party shall bear his / her / its / their own costs and attorney fees.
4.2	<input type="checkbox"/>	____ _	This MOU shall be deemed drafted by all parties with the advice of counsel, if represented by counsel, for purposes of its interpretation, sufficiency and enforcement.
4.3	<input type="checkbox"/>	____ _	This MOU shall be governed by and subject to the laws of the State of _____

No.	Apply <input checked="" type="checkbox"/>	Party Initials	Provision
4.4	<input type="checkbox"/>	____ _	The parties' rights and obligations under This MOU are subject to and conditioned upon court approval.
4.5	<input type="checkbox"/>	____ _	parties' rights and obligations under This MOU are subject to and conditioned upon the execution of a settlement / release agreement to be prepared by _____
4.6	<input type="checkbox"/>	____ _	The parties' rights and obligations under This MOU are subject to and conditioned upon the execution of a settlement/release agreement to be prepared by _____. However, if such agreement is not executed by all parties on or before _____, then this MOU shall be binding, effective, enforceable, and final as stated herein.
4.7	<input type="checkbox"/>	____ _	The parties' rights and obligations under This MOU are subject to and conditioned upon _____
4.8	<input type="checkbox"/>	____ _	This MOU <b>IS</b> intended as a binding agreement and shall be final, binding, effective and enforceable against the parties hereto pursuant to _____.
4.9	<input type="checkbox"/>	____ _	This MOU (and any attachments) may be disclosed and is admissible in any action or legal proceeding to show the existence of the agreement and/or to enforce the parties' agreement as set forth herein.
4.10	<input type="checkbox"/>	____ _	The parties were represented by the undersigned counsel, or had the opportunity to be represented by counsel, during the mediation and have had advice of independent counsel of their own choosing, or had the opportunity to seek such advice, in connection with the negotiation which resulted in the mediated agreement which is the subject of this MOU and the documentation of that agreement in this MOU.
4.11	<input type="checkbox"/>	____ _	The parties agree that the above-referenced Action(s) shall be dismissed in their entirety with prejudice and shall immediately take such action and file such papers as may be necessary to cause such dismissal(s) to be entered.
4.12	<input type="checkbox"/>	____ _	The parties agree that the above-referenced Action(s), if any, shall be dismissed in their entirety with prejudice and shall immediately take such action and file such papers as may be necessary to cause such dismissal(s) to be entered; provided, however, that such request for dismissal shall provide for the court to retain jurisdiction to enforce the settlement which is the subject of this MOU.
4.13	<input type="checkbox"/>	____ _	The parties hereto represent, warrant and agree that they have executed This MOU freely and voluntarily; that this MOU constitutes the entire understanding and agreement between

No.	Apply <input checked="" type="checkbox"/>	Party Initials	Provision
	<input checked="" type="checkbox"/>		the parties with respect to the resolution of the disputes related to or arising from the above-referenced issues and/or legal proceedings and the Action(s); and that there are no other representations, covenants, or other prior or contemporaneous agreements which are not specifically incorporated herein.
4.14	<input type="checkbox"/>	____	In consideration of the covenants and agreements set forth in This MOU, and expressly excluding the parties' respective rights and obligations under This MOU, the parties hereby agree to mutually release each other from any and all claims, demands, damages, debts, liabilities, obligations, causes of action, suits and costs, of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, including but not limited to the disputes relating to and arising from the subject matter, transactions and events which form the basis of the above-referenced legal proceedings and the Action(s), which they may otherwise have or may hereafter discover they had by reason of any act, omission or other matter arising from any cause whatsoever prior to the date of This MOU.
4.15	<input type="checkbox"/>	____	The parties hereto acknowledge that they may hereafter discover facts different from or in addition to those now known or believed to be true regarding the subject matter of the above-referenced issues and/or legal proceedings and the Action(s), and agree that This MOU shall remain in full force and effect, notwithstanding the existence of any such different or additional facts. The parties intend that This MOU shall be effective as a full and final accord and satisfactory release of each and every matter specifically or generally referred to herein.
4.16	<input type="checkbox"/>	____	The scope of the general release provided for in Paragraph 4.14, above, if checked and initialed by all parties, includes the parties' respective officers, directors, employees, agents and representatives.
4.17	<input type="checkbox"/>	____	This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement and shall be binding and effective as to all parties hereto. In this regard, facsimile and scanned (PDF) signatures shall be treated as original signatures.

*[Signatures on next page.]*

Executed this \_\_\_\_\_ day of \_\_\_\_\_

**PARTY SIGNATURES:**

Signature

Name [printed]

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**COUNSEL SIGNATURES:**

Approved as to form/content:

Signature

Name [printed]

Counsel For:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____