



**KARSTEN H. RASMUSSEN**  
SENIOR JUDGE AND MEDIATOR

**MEMORANDUM OF SETTLEMENT**

**Case Name:** \_\_\_\_\_  
\_\_\_\_\_

**Date of Mediation:** \_\_\_\_\_

The parties have reached a mediated settlement of all claims in the above referenced case. The parties intend the settlement to be binding and final. The purpose of this settlement memorandum is to provide a written summary of the essential terms of the settlement agreement made arising out of this Mediation. This is not the Settlement Agreement or Release of Claims. That document will be prepared by:

\_\_\_\_\_ (attorney) no later than: \_\_\_\_\_ (date  
by which opposing counsel will receive a draft)

In the event that the parties are unable to agree to the form and content of the Settlement Agreement and Release of Claims, the parties shall submit their dispute to the Mediator, Senior Judge Karsten Rasmussen, who will issue a binding and decision based on his understanding of the terms of the settlement agreement.

The essential terms of the settlement agreement are as follows:

Payment in the amount of \$\_\_\_\_\_ will be made to Plaintiff(s) in exchange for the following consideration:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

The terms of Settlement will be confidential (chose one):

Yes

No

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

Settlement Check will be Payable to: \_\_\_\_\_

Tax ID of payee: \_\_\_\_\_

The parties agree that any dispute arising out of the Memorandum of Settlement, Settlement Agreement, and/or Release of Claims will be resolved by the Mediator. The Mediator's decision on any such dispute will be binding and non-appealable. The Mediator holds the same immunity in this decision as any judge in a court of law.

\_\_\_\_\_  
Attorney for Plaintiff

\_\_\_\_\_  
Attorney for Defendant

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant, if applicable