



KARSTEN H. RASMUSSEN
SENIOR JUDGE AND MEDIATOR

MEMORANDUM OF SETTLEMENT (PERSONAL INJURY)

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:

The insurer of the defendant(s) will pay \$ _____ to the plaintiff(s) in following manner (choose one):

____ The payment will be tendered within 5 days of receipt of the signed Release by the plaintiff;

____ The payment will be tendered with the Release and only negotiated once the signed Release is received;

____ The payment will be tendered with the Release, and may be held in the attorney's trust account, but only disbursed after the signed Release is received.

Any PIP reimbursement claims will be handled by (chosed one):

_____ Directly by the defendant's insurance company

_____ By the plaintiff

The plaintiff will be responsible for paying and satisfying any other liens or reimbursements and holds defendant harmless against any claims that could be made against the defendant or defendant's insurer.

Other terms: _____

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

_____ Yes
_____ No
_____ Other: _____

Settlement Check will be Payable to: _____

Tax ID of payee: _____

“Tsar” clause: 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.

The terms of this settlement, as interpreted, may be enforced by the Court in which this action is pending if such enforcement is deemed necessary by the Mediator, pursuant to the above “Tsar” clause. In the event that no such action is pending, this settlement may be enforced by any Circuit Court in Oregon.

Attorney for Plaintiff

Attorney for Defendant

Plaintiff

Defendant (if applicable)