

MEDIATION MEMORANDUM OF SETTLEMENT AGREEMENT

Smith v. Jones, Inc.
Grand Forks County Civil No. 36-CV-16-12

The undersigned acknowledge and agree to the following:

A mediation session was held on November 29, 2019, with Scott D. Jensen serving as mediator.

The case was settled on the following terms:

1. Defendants through their insurer _____ Insurance Company will pay to Plaintiff the amount of \$ _____.
2. The settlement draft will be made payable to _____, tax identification number _____, and will be made within 30 days of signature of this agreement.
3. No other payment shall be made by any party.
4. Plaintiff will execute a release of all claims against the Defendant at the time of payment. The release shall be in standard form and shall release all claims related to the accident described in the Complaint in the above action. All claims will be released whether they were made in the Complaint or whether they could have been made in the Complaint. The parties will also execute an appropriate Stipulation for dismissal of the Court action, with prejudice and without costs.
5. The parties agree that this Mediation Memorandum of Settlement Agreement is a binding agreement, despite the fact that other documents will be prepared for signature.

Disclosure. *The parties to this Agreement are advised that a mediated Settlement Agreement is binding and that: (a) the mediator has no duty to protect the parties' interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect the parties' legal rights; and (c) the parties should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights.*

Dated: November 29, 2019

Smith

Jones, Inc.

By: _____

By: _____

Attorney for Plaintiff

Attorney for Defendant