SETTLEMENT AGREEMENT FORM

Instructions: If the parties would like to settle their dispute, they may use this standardized form to memorialize the terms of their agreement. Alternatively, the parties may draft their own settlement agreement. The terms of an agreement are subject to review by the Administrative Hearing Officer. If the Administrative Hearing Officer approves the settlement agreement, an Administrative Order will be issued dismissing the case.

Case Name: _____Case #: _____

This Settlement Agreement ("Agreement") is made between _____ ("Complainant") and _____ ("Respondent") (collectively, "the Parties").

In consideration of the mutual promises set forth below, the Parties represent and agree as follows:

1. **Authority**. The Parties represent that they have complete authority to enter into this Agreement and that any claims released have not been assigned or transferred. The Parties further represent that they have the necessary authority to execute this Agreement and to bind the party or parties for whom he or she is signing.

2. **Voluntariness**. The Parties represent that they are entering into this Agreement voluntarily and of their own free will. The Parties further represent that they have not been coerced, unduly influenced, or otherwise threatened into entering into this Agreement.

3. **Good Faith**. The Parties hereby covenant or promise that they shall in act in good faith to accomplish the terms and objectives of this Agreement.

4. **Terms**. The parties knowingly agree to the following terms:

5. **Waiver**. The Parties agree to waive any further monetary claims against each other arising under the above-mentioned case. Each party acknowledges and agrees that they may have claims against the other party which are unknown at present. Nevertheless, each party agrees that this Agreement is intended to and does release and discharge the other party from any and all claims, whether known or unknown, arising out of Complainant's former employment with Respondent.

6. **Dismissal**. The Parties agree to the dismissal of this case with prejudice upon approval of this Agreement.

7. **Enforcement and Continuing Jurisdiction**. The parties acknowledge that the Administrative Hearing Office shall retain jurisdiction in order to enforce the terms of this agreement.

8. **Choice of Law**. The laws of the Commonwealth of the Northern Mariana Islands shall be used to interpret this Agreement.

9. **Entire Agreement**. This Agreement constitutes the entire and complete agreement of the Parties regarding the resolution of the dispute and supersedes all other agreements between the Parties, whether written or oral. There are no other agreements or promises that have not been stated in this Agreement.

10. **Modifications and Waivers**. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or failure to comply with any obligation imposed by this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

11. **No Construction Against Drafter**. Each party acknowledges that the other party participated in negotiating and drafting this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as though both of the Parties drafted it jointly.

12. **Severability**. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall nevertheless continue in full force.

13. **Effective Date**. This Agreement shall be effective on the date that the last party signs it.

14. **Acknowledgment, Understanding, and Agreement**. By signature below, we acknowledge we have read, understand, and agree to the terms of this Agreement.

_____   _____
Complainant (Print and Sign)   Date

_____   _____
Respondent (Print and Sign)   Date