

## AGREEMENT TO MEDIATE

The undersigned counsel, on behalf of their respective participating parties, hereby agree to have contracted for mediation services provided by John M. Noble, Esquire, on \_\_\_\_\_, 2017 in the case of \_\_\_\_\_, in accordance with the following terms:

**Mediation Services:** All attorneys and parties recognize that mediation is a voluntary process and that the mediator is not a judge nor has any authority to impose a settlement.

**Fees For Services** Fees will be charged at a rate of \$380.00 per hour for pre-mediation session services - travel time will be billed at the rate of \$245.00 per hour plus expenses. Mediation session services - \$540.00 per hour pro-rated over number of participating parties unless otherwise agreed upon in advance. The undersigned counsel duly acknowledge their direct responsibility for payment for all services rendered unless otherwise approved by the mediator in writing. A fee will apply for late-notice rescheduling and/or cancellation.

**Consulting with Attorneys:** During mediation sessions and before finalizing an agreement, participants are encouraged to consult with attorneys regarding their legal rights and obligations. The parties recognize that the mediator is not giving legal advice.

**Caucuses:** The mediator may hold brief sessions with each party individually. The "caucuses" are designed to improve the mediator's understanding of the participants' positions. Information gained through the private sessions are confidential unless the participant agrees to permit the mediator to disclose any/all confidential information.

**Confidentiality:** The parties recognize that, mediation communications and documents are privileged and their disclosure may not be compelled through any process and are not admissible in any proceeding. The parties agree not to subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceedings. Each party further agrees, however, that the mediator may discuss the mediation to the extent necessary to respond to a complaint filed in any forum challenging the manner in which the mediator carried out his professional and/or ethical responsibilities.

**AGREED** to this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Plaintiff or Representative

\_\_\_\_\_  
Defendant or Representative

**POST-MEDIATION SETTLEMENT AGREEMENT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2017, come the parties  
aforementioned, and agree to a settlement in the amount of \$\_\_\_\_\_.

**ADDITIONAL TERMS**

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Plaintiff or Representative

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Defendant or Representative

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Mediator, John M. Noble, Esquire