

## AGREEMENT TO MEDIATE

The undersigned counsel, on behalf of their respective participating parties, hereby agree to have contracted for mediation services provided by *noblemediation*, LLC and Hon. Damon J. Faldowski (Ret.), on \_\_\_\_\_ in the case of \_\_\_\_\_

in accordance with, and intending to be legally bound thereby, 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:** Fees will be charged at a rate of \$380/hour for pre-mediation session services - travel time will be billed at \$245/hour plus expenses. Mediation session - \$540/hour pro-rated per participating parties unless otherwise agreed upon in writing in advance. **The undersigned counsel duly acknowledge their direct responsibility for payment** for all services rendered unless otherwise approved by the mediator in writing. Invoices are payable upon receipt, and *noblemediation*, LLC reserves the right to charge interest at a rate of 1.5%/month (or the maximum rate permitted by law, if less) on any balance remaining outstanding after 30 days. A fee may apply for late-notice rescheduling and/or cancellation.

**Consulting with Attorneys:** During mediation sessions and before finalizing an agreement, participants shall privately consult with their respective counsel regarding their legal rights and obligations, with the parties duly recognizing that the Mediator is not providing 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 specifically regarded as confidential unless the participants agree 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 \_\_\_\_\_, \_\_\_\_\_.

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

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

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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

## POST-MEDIATION SETTLEMENT AGREEMENT

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Mediator, Hon. Damon J. Faldowski (Ret.)