

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 Jay N. Silberblatt, Esquire, 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 \$475/hour for pre-mediation session services - travel time will be billed at \$250/hour plus expenses. Mediation session - \$475/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. The undersigned counsel acknowledge that, upon receipt of the email confirming the exclusive date certain and time allotment from the mediator/arbitrator's calendar, absent a replacement case, late notice cancellation fees will apply.

Consulting with Attorneys: During mediation sessions and before finalizing a settlement 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 their professional and/or ethical responsibilities.

No Record: No recording or stenographic record will be made or permitted of any portion of a mediation session. The Mediator will not make a written report or decision relating to any issue in dispute unless the parties expressly agree that he should do so. The parties agree not to subpoena or otherwise require the Mediator (a) to testify concerning any aspect of the mediation or the mediation services, or (b) to produce records or notes made in the course of the mediation or the performance of the mediation services.

AGREED to this ____ day of _____, 2024.

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

POST-MEDIATION SETTLEMENT AGREEMENT

AND NOW, this ____ day of _____, 2024, come the parties aforementioned, and agree to a settlement in the amount of \$_____.

ADDITIONAL TERMS

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Mediator, Jay N. Silberblatt, Esquire

SAMPLE