

## 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 John M. Noble, 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:** All mediation services will be charged at a rate of \$800/hour and pro-rated per participating party unless otherwise agreed upon in writing in advance. **The undersigned counsel duly acknowledge their direct responsibility for payment – not their client nor carrier** – 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 and/or – at the sole discretion of the Mediator – charge the above hourly rate for direct collection efforts by the Mediator. 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 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Plaintiff Counsel

\_\_\_\_\_  
Defendant Counsel

\_\_\_\_\_  
Plaintiff Counsel

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Defendant Counsel

\_\_\_\_\_  
Plaintiff Counsel

\_\_\_\_\_  
Defendant Counsel

\_\_\_\_\_  
Plaintiff Counsel

\_\_\_\_\_  
Defendant Counsel

## POST-MEDIATION SETTLEMENT AGREEMENT

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2025, come the parties  
aforementioned, and agree to a settlement in the amount of \$\_\_\_\_\_.

### ADDITIONAL TERMS

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Plaintiff Counsel

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Defendant Counsel

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Plaintiff Counsel

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Defendant Counsel

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Plaintiff Counsel

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Defendant Counsel

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Plaintiff Counsel

\_\_\_\_\_  
Defendant Counsel

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Mediator, John M. Noble, Esquire