

MEDIATION AGREEMENT

The undersigned, hereby agree to have Mediation services provided by Paul J. Walsh III, Esquire (Mediator) in the case of _____ (Docket No.: _____) in accordance with the following terms:

1. **Mediation Services:** The undersigned understand that Mediation is a voluntary process. Accordingly, the Mediator has no authority to impose a settlement.
2. **Fees:** The undersigned agree that the Mediator's fees will be billed equally and charged as follows:
 - a. \$500.00* per hour for the actual Mediation (three (3) hour minimum charge); and,
 - b. \$300.00 per hour for Pre-Mediation services which may include document review and/or conferences with the undersigned;
3. **Attendance:** Mediation services are offered for both in-person or via Teams Meeting, whatever the undersigned and their parties desire. It is the Mediator's experience that in-person is more productive but that decision is for the undersigned.
4. **Confidentiality:** Mediation is confidential by agreement of the undersigned. Under P.R.E. 408 and/or F.R.E. 408 all settlement negotiations are confidential. The undersigned agree that the Mediator is disqualified as a witness or expert in any subsequent proceedings relating to the matter at hand for the Mediation.
5. **Caucuses:** The undersigned understand and agree that individual communications and sessions both Pre-Mediation and during Mediation commonly referred to as "caucuses" are agreeable and a vital part of the Mediation process.

AGREED to this _____ day of _____, 2025.

_____, Esquire
Counsel for Plaintiff

_____, Esquire
Counsel for Defendant

*\$650.00/hour for 3 parties

*\$750.00/hour for 4 or more parties