**MediationMatters**

**Mediation Agreement**

1. Plaintiff’s Information:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plaintiff’s representative

(if a minor or business entity):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plaintiff’s counsel:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Defendant’s information

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant’s representative

(if a minor or business entity): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant’s insurance carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant’s counsel:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. The Plaintiff and Defendant (the “Parties”) are involved in a dispute or litigation (the “Claim”) and have agreed to submit the Claim to Mediation Matters (the “Mediator”) to facilitate resolution of the Claim. The Parties and the Mediator have agreed to participate in the mediation of the Claim (the “Mediation”) in accordance with the terms of this Mediation Agreement (the “Agreement”).

4. The signatories to this Agreement attest to their authority to enter into it on their own behalf or on the behalf of the parties they represent, as the case may be.

5. The Mediation will occur at a date, time and place agreed to by the Parties and the Mediator. The Mediator will email confirmation of the agreed upon date, time and location to the Parties. Any cancellations of the Mediation must be made no later than seven calendar days in advance of this date.

6. The Parties will each submit a Meditation Summary in the form attached to this Agreement and will submit the Mediation Summary to the Mediator **no later than five calendar days before the Mediation.** The Parties may agree to share the Mediation Summary with one another, but that is not required. If the Parties have agreed to share their submissions with one another, please be certain to check the appropriate line on the Mediation Summary form. The Parties acknowledge and agree that the Mediator may contact one or both of the attorneys for the Parties before the Mediation.

7. The Parties and their representatives acknowledge and agree that the terms of Conn. Gen. Stat. section 52-235d shall apply to the Mediation. Section 52-235d provides in relevant part that:

(a) . . .“[M]ediation” means a process, or any part of a process, which is not court-ordered, in which a person not affiliated with either party to a lawsuit facilitates communication between such parties and, without deciding the legal issues in dispute or imposing a resolution to the legal issues, which assists the parties in understanding and resolving the legal dispute of the parties.

(b) Except as provided in this section, by agreement of the parties or in furtherance of settlement discussions, a person not affiliated with either party to a lawsuit, an attorney for one of the parties or any other participant in a mediation shall not voluntarily disclose or, through discovery or compulsory process, be required to disclose any oral or written communication received or obtained during the course of a mediation, unless (1) each of the parties agrees in writing to such disclosure, (2) the disclosure is necessary to enforce a written agreement that came out of the mediation, (3) the disclosure is required by statute or regulation, or by any court, after notice to all parties to the mediation, or (4) the disclosure is required as a result of circumstances in which a court finds that the interest of justice outweighs the need for confidentiality, consistent with the principles of law.

(c) Any disclosure made in violation of any provision of this section shall not be admissible in any proceeding.

(d) Nothing in this section shall prevent (1) the discovery or admissibility of any evidence that is otherwise discoverable merely because such evidence was presented during the course of the mediation, or (2) the disclosure of information for research or educational purposes done in cooperation with dispute resolution programs provided the parties and specific issues in controversy are not identifiable.

8. The Parties agree that they shall not subpoena the Mediator to testify in any matter for any reason, and that they will not subpoena the Mediator’s notes, records or materials produced in connection with the Mediation.

9. The Parties agree to hold the Mediator harmless from and to waive all claims of any kind arising out of or relating to the Mediation in any way, including but not limited to the outcome of the Mediation.

10. The Parties acknowledge and understand that the Mediator is not offering legal advice or services to the Parties or their representatives.

11. Each party or their authorized representative shall attend the Mediation and shall have full authority to settle the Claim. Full authority means authority vested in the person present at the Mediation without the need to confer or receive authorization from any person not present, other than an insurance adjuster, if the Claim involves a defense carrier. If a carrier is involved, the adjuster with requisite authority to settle the Claim will be available by phone during the entirety of the Mediation, if that adjuster can not be present at the Mediation.

12. The Parties agree to participate in the Mediation in good faith with the intent of achieving a resolution of the Claim and shall not use the Mediation as a pretext to obtain information, as a delay tactic in connection with other proceedings or as a means of inflicting financial hardship on an opponent. The Mediator may terminate the Mediation if the Mediator determines that the Parties are not negotiating in good faith, or that the Parties have reached an impasse that would make further mediation unlikely to produce a resolution of the Claim or have a meaningful impact on the issues underlying the Claim.

13. Fees for the Mediation will be billed at $350 per hour for all time expended in reviewing the Mediation Summary of each party and any submitted materials before the Mediation and to conduct the Mediation session or sessions and all follow-up efforts to bring the Claim to resolution. Upon conclusion of the Mediation, fees will be billed equally to each of the parties, unless otherwise agreed to by the Parties, in which case it is imperative that the Parties inform the Mediatior of this arrangement before the Mediation. Payments are due upon presentment of an invoice.

14. This Mediation Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. Copies or digital versions of the signed Mediation Agreement shall be as valid as the original.

**Meditation Matters**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joseph A. Aceto

**The Plaintiff**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Defendant**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mediation Summary**

This Mediation Summary will be shared with opposing counsel: Yes \_\_\_ No \_\_\_

Plaintiff’s last demand: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant’s last offer: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Case pending: Yes \_\_\_ No \_\_\_

Discovery complete: Yes \_\_\_ No \_\_\_

Jury demanded: Yes \_\_\_ No \_\_\_

Pleadings closed: Yes \_\_\_ No \_\_\_

Assigned for trial: Yes \_\_\_ No \_\_\_

If yes, trial date: \_\_\_\_\_\_\_\_ \_\_\_, 202\_\_

Discovery disputes: Yes \_\_\_ No \_\_\_

If “Yes,” please describe:

Outstanding dispositive motions: Yes \_\_\_ No \_\_\_

If “Yes,” please describe:

Please concisely describe:

1. The facts underlying the Claim
2. Liability
3. Damages – please summarize economic damages and collateral sources, if any
4. Evidentiary issues that could affect complexity or value

You may also submit any other documents or media you believe are relevant to an assessment of the Claim.