

Sample Form

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

Debtor. Case No.
Chapter

<i>Use adversary caption if applicable.</i>	
v.	
Plaintiff,	Adversary No.
Defendant.	

CONSENT ORDER FOR MEDIATION

It appearing that the parties, in an effort to reach a mutually agreeable resolution of all issues between them, have stipulated and agreed, through their respective counsel, to submit the following matters between them to mediation (*identify subject matter of mediation*); and for good cause shown;

IT IS, on this day of , 20 __;

ORDERED, that the following terms and guidelines shall govern the mediation process between the parties.

1. The parties agree to make a good faith attempt to settle this action through mediation and will attend, personally or through a representative with authority to negotiate and settle the disputes, all

sessions scheduled by the mediator.

2. The parties agree and do appoint _____ (*name*) _____ to act as mediator; the mediator's acceptance form is submitted herewith.

-or-

2. Since the parties are unable to agree upon a mediator, the court hereby appoints _____ (*name*) _____ to act as mediator.

3. The parties agree to compensate the mediator at the rate of _____ (*\$150 per hour under D.N.J. LBR 9019-2(b), or agreed upon rate*) _____. Each party agrees to bear one-half of the mediator's fee _____ (*or other arrangement*) _____. Each party shall deposit \$_____ with _____ (*name of mediator*) _____. The mediator's fee may be paid upon application to and allowance by the court but is not contingent upon outcome of mediation process.

4. The parties agree that the responsibility of the mediator's compensation may be reallocated as an issue in this mediation.

5. On or before _____ (*date*) _____ each party shall provide an information statement in accordance with D.N.J. LBR 9019-2(d)(3) to the mediator, with copies sent to each party's counsel. The information statement shall not be filed with the court.

6. The scheduling and location of all mediation sessions will be determined by the mediator.

7. All oral and written communications concerning the subjects of this mediation, generated in the context of the mediation process, are in the nature of confidential settlement discussions and shall not be disclosed to any third party, either by the mediator or the parties. Communications protected against disclosure include the circumstances of the termination of the mediation.

8. Oral and written communications made during the mediation are not admissible into evidence in any judicial or administrative proceeding. However, evidence shall not be excluded or otherwise considered improper in any judicial or administrative proceeding on the ground that it was developed as an outgrowth of information supplied in mediation. Further, written formal expert reports and studies designed as such by the parties, which are exchanged during the mediation, may be admissible into evidence in accordance with applicable rules of evidence in any judicial or administrative proceeding relating to this matter. Disclosure of information in this mediation will not result in the waiver of any privilege or right of confidentiality which might otherwise attach to the information.

9. The mediator shall not testify in any judicial proceedings as to any statements, matters, occurrences or observations arising out of the mediation except by express written agreement of all parties to the mediation. This clause is not applicable to any litigation to enforce the terms of any written agreement reached by the parties in the course of the mediation wherein the meaning or content of such agreement is put in issue.

10. No written record or transcript of any discussion that takes place in the course of this mediation is to be taken or maintained, absent express written agreement by the parties.

11. All discovery deadlines, statutes of limitations, procedural deadlines and other court or statutorily imposed requirements regarding pleadings, discovery, defenses and/or motions or trial dates are hereby suspended and postponed, without prejudice to any parties, pending the conclusion or termination of this mediation.

12. Any party, including the mediator, shall have the right to terminate this mediation at any time for any reason by providing written notice to counsel for all parties and to the mediator.

13. Should the mediation efforts of the parties be unsuccessful or the mediation terminates for any reason, the mediator, within fourteen (14) days of the receipt of the notice of termination, shall file

Dated: