

**AGREEMENT FOR MEDIATION SERVICES**

The undersigned parties and their attorneys, insurers, agents and/or other representatives, agree to have contracted for mediation services provided by Harry M. Paras, Esquire, in the case of \_\_\_\_\_, in accordance with the following terms:

**Mediation Services:** All parties recognize that mediation is a voluntary settlement process and that the mediator is not a judge and has no authority to impose a settlement on the parties.

**Fees:** Fees will be charged as set forth below:

*Two Party Mediation - \$375.00 per hour per participating party  
Three Party Mediation - \$250.00 per hour per participating party  
Four Party Mediation - \$187.50 per hour participating party  
Five Party Mediation - \$150.00 per hour per participating party  
Travel Time - \$200.00 per hour plus expenses*

The undersigned counsel acknowledge that they have direct responsibility for payment of the Invoice for mediation services. Further, the undersigned counsel acknowledge and agree that upon receipt of the letter or email confirming the date and time reserved for the mediation, absent the ability of the Mediator to schedule a replacement case, late notice (within 10 business days) cancellation fees will apply to be split evenly by the Parties, regardless of which Party requests cancellation. Invoices are payable upon receipt.

**PAYMENT OF THE MEDIATOR'S INVOICE TO BE MADE BY CHECK, CERTIFIED BANK CHECK AND/OR MONEY ORDER; MEDIATOR DOES NOT ACCEPT PAYMENTS BY CREDIT CARD, ELECTRONIC FUNDS TRANSFER OR OTHER ELECTRONIC TRANSFER METHODS.**

**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 a private session is confidential unless the participant agrees to permit the mediator to disclose any 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, note, 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.

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Plaintiff or Representative

\_\_\_\_\_  
Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

\_\_\_\_\_  
Defendant or Representative

\_\_\_\_\_  
Mediator - Harry M. Paras, Esquire

**POST-MEDIATION SETTLEMENT- MEMORANDUM\***

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 or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Mediator, Harry M. Paras, Esquire

\* This Mediation Memorandum is not a release and it is not intended to be a release or substitute for a release. The parties to this case will prepare the release and/or other necessary case-concluding documents.