

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

In Re:

Case No.: \_\_\_\_\_

Adv. Pro. No.: \_\_\_\_\_

Chapter: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

Judge: \_\_\_\_\_

**ORDER REFERRING MATTER TO MEDIATION  
AND DESIGNATING MEDIATOR**

The relief set forth on the following pages, numbered two (2) through three (3) is hereby **ORDERED**.

It appearing that the Court has determined that mediation may produce a mutually agreeable resolution of all or some of the issues between the parties, and has directed that the following claims be referred to mediation:

and for good cause shown; it is

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

1. As the parties have not agreed upon the selection of a Mediator, the Court hereby designates \_\_\_\_\_ as Mediator in this matter.
2. The parties will compensate the Mediator at the rate of \$\_\_\_\_\_. Each party will bear one-half of the mediator's fee. The Mediator's fee will be due within thirty (30) days after the filing of the Mediator's Report, unless separate application is required under the rules.
3. The scheduling and location of all mediation sessions will be determined by the mediator, however, the mediation must commence within sixty (60) days from the entry of this Order, unless extended by further order of the Court.
4. 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.
5. 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.

6. 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.

7. No written record or transcript of any discussion had in the course of this mediation is to be kept, absent express written agreement by the parties.

8. With the exception of disclosures required under Fed. R. Civ. P. 26(a), 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.

9. 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.

10. Within seven (7) days from conclusion or termination of the mediation, the Mediator shall file a Mediation Report, with a copy provided by e-mail to the Mediation Administrator, which indicates either (a) the referenced matter(s) has been settled and a stipulation/proposed consent order will be filed; or (b) the mediation did not result in settlement.

11. For case management purposes, a status conference is scheduled for \_\_\_\_\_ at \_\_\_\_\_. The conference will be conducted:

- in court with appearances required;
- by telephone;
- by letter report due by above date in lieu of status conference.