



Qualified Experts & Consultants on Attorney Fees

**NATIONAL ASSOCIATION OF LEGAL FEE ANALYSIS
THE NATIONAL FEE DISPUTE CENTER**

MEDIATION RULES

These Rules apply to the mediation of fee disputes where the parties are seeking to settle. The parties have agreed, either by stipulation in a contract or by agreement that these Rules will apply. The parties may agree to vary these Rules at any time.

INITIATION OF MEDIATION

Any party or parties to a fee dispute wishing to initiate mediation may do so by filing a request for mediation or contacting our office.

A party may request NALFA to invite another party to participate in mediation. Upon receipt of such a request, NALFA will contact the other party involved in the dispute and attempt to obtain an agreement to participate in mediation.

A request for mediation should contain a brief statement of the nature of the fee dispute. It shall also set forth the contact information of all parties to the dispute and the counsel, if any, who will represent them in the mediation.

APPOINTMENT OF THE MEDIATOR

Upon receipt of the request for mediation, and if the parties have not jointly notified NALFA of their mutual choice of a mediator, NALFA will provide the parties with a list of 2-3 persons who would in NALFA's view, be qualified to mediate the fee dispute. In compiling the list, NALFA will take into account the place of the mediation. Generally, a single mediator will be appointed unless the parties agree otherwise.

DISCLOSURES

Any mediator will disclose both to NALFA and to the parties whether he or she has any financial or personal interest in the outcome of the mediation or whether there exists any fact or circumstance reasonably likely to create a presumption of bias. Upon receiving any such information, after soliciting the views of the party, NALFA may replace the mediator.

REPRESENTATIVE

Any party may be represented by persons of the party's choice. Representation by counsel is not required. Parties other than natural persons are expected to have present throughout the mediation an officer, partner or other employee authorized to make decisions concerning the resolution of the fee dispute.

DATE, TIME & PLACE OF MEDIATION

The mediator will determine the date, location, and the time of mediation session.

CONDUCT OF THE MEDIATION & AUTHORITY OF THE MEDIATOR

The mediator may conduct the mediation in such a manner as he or she considers appropriate, taking into account the circumstances of the case, the wishes of the parties, and the need for a speedy settlement of the dispute.

The mediator does not have the authority to impose a settlement on the parties. The mediator is authorized to conduct both joint and separate meeting with the parties. If requested, the mediator may take oral or written recommendations concerning an appropriate resolution of the dispute.

PRIVACY

Mediation sessions are private. Persons other than the parties and their representatives may attend only with the permission of the parties and the consent of the mediator.

CONFIDENTIALITY

All information, records, reports or other documents received by a mediator while serving in that capacity will be confidential. The mediator will not be compelled to divulge such records or to testify or give evidence in regard to the mediation in any adversary proceeding or judicial forum. The parties will maintain the confidentiality of the mediation and will not rely upon, or introduce as evidence in any arbitral, judicial or other proceeding:

- 1. Views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings;**
- 2. Admissions made by another party in the course of the mediation proceeding relating to the merits of the dispute; or**
- 3. The fact that another party had or had not indicated a willingness to accept a proposal for settlement made by another or by the mediator.**

Facts, documents or other things otherwise admissible in evidence in any arbitral, judicial or other proceeding, will not be rendered inadmissible by reason of their use in the mediation.

EXCLUSION OF LIABILITY

Neither NALFA nor any mediator will be liable to any party for any act omission alleged in connection with any mediation conducted under these Rules.

INTERPRETATION AND APPLICATION OF RULES

The mediator will interpret and apply these Rules insofar as they relate to the mediator's duties and responsibilities.

ADMINISTRATIVE FEES

NALFA charges an administrative fee of \$3,000 for each mediation case. The administrative fees cover all costs and expense other than the mediator's time. The administrative fee is assessed at the start of the mediation process. Unless otherwise agreed by the parties to the mediation, all NALFA's administrative fees and expenses, including, without limitation, the fees and expenses of the mediator, will be divided equally between or among the parties.

ROLE OF THE MEDIATOR IN OTHER PROCEEDINGS

Unless all parties agree in writing, the mediator may not act as an arbitrator or as a representative of, or counsel to, a party in any arbitral or judicial proceedings relating to the fee dispute that was the subject of the mediation.

RESORT TO ARBITRAL OR JUDICIAL PROCEEDINGS

The parties undertake not to initiate, during the mediation, any arbitral or judicial proceedings in respect of a dispute that is subject of the mediation, except that a party may initiate arbitral or judicial proceedings when, in its opinion, such proceedings are either necessary to toll a limitations period, including a statute of limitations that may be applicable, or are necessary otherwise to preserve its rights in the event that the mediation was successful.