

**SUFFOLK COUNTY BAR ASSOCIATION
FEE DISPUTE RESOLUTION COMMITTEE**

**VOLUNTARY PROGRAM FOR THE RESOLUTION OF FEE DISPUTES
BETWEEN OR AMONG ATTORNEYS (FEE ALLOCATION)**

MEDIATION SUBMISSION AGREEMENT

MEDIATION SUBMISSION AGREEMENT made as of this ____ day of _____, 20____, by and by and between (or among) the “Disputant Attorneys” named below with respect to the allocation between (or among) the Disputant Attorneys of the aggregate “Attorneys’ Fees” and aggregate “Disbursements” (both specified below) in connection with the Matter (specified below).

WHEREAS, the Disputant Attorneys wish to participate in a Mediation Conference pursuant to the Suffolk County Bar Association’s (“SCBA”) Voluntary Program for the Resolution of Fee Disputes Between or Among Lawyers (Fee Allocation) Program (the “Program”) in accordance with SCBA’s Fee Dispute Resolution Committee’s Rules and Procedures (the “Rules”), a copy of which is hereto attached, in the hope that the Mediation Conference might yield a Mediation Agreement resolving their Dispute as to the allocation of Attorneys’ Fees and Disbursements in the Matter, the Disputant Attorneys agree as follows:

1. The Disputant Attorneys are:

2. The Matter is:

3. The aggregate Attorneys' Fees is the sum of \$.
4. The aggregate Disbursements equal the sum of \$.
5. The Matter involved representing the interests of the following Client(s):

6. No person other than the Disputant Attorneys claims or can claim to be entitled to all or any part of the Attorney's Fees or the Disbursements.

7. There is not now (nor has their ever been) any relationship between any Disputant Attorney and another Disputant Attorney (or any legal representative or Estate of an attorney) which would, as provided by Rules §2.3, preclude the arbitration of the Dispute under the Program.

8. In accordance with Rules §2.2(a), there is no disagreement between (or among) the Disputant Attorneys, on the one hand, and the Client(s), on the other hand, as to the aggregate amounts of the Attorneys' Fees and Disbursements which the Disputant Attorneys are collectively (or are, in the aggregate) entitled to receive.

9. If the Matter was one where the total, aggregate or collective compensation to be received or paid to all attorneys for their fees and disbursements required Court approval (including, but not limited to, approvals required by CPLR Art 12 or by 22 NYCRR §207.38), hereto annexed, in accordance with Rules §2.2(b), is a true copy of the order or decree of the Court which evidences that approval and which specifies the aggregate Attorneys' Fees and Disbursements.

10. If the Matter was not one of the type described in paragraph “8”, supra., requiring Court approval of the aggregate Attorneys’ Fees and Disbursements, then there is hereto annexed a written, signed and duly acknowledged statement (or statements) from all Clients which certifies that there is agreement by the Client(s) as to the total amount of the aggregate Attorneys’ Fees and Disbursements (which amounts are expressly certified) which the Disputant Attorneys are (or were) collectively (or are [or were], in the aggregate) entitled to receive.

11. In accordance with Rules §2.6 and except to the extent that the provisions of 22 NYCRR §1200.4 require the Mediator or any other attorney (including a Disputant Attorney) to disclose information to a tribunal or other authority, the Disputant Attorneys agree that all information learned or communicated as a result of anything transpiring at a Mediation Conference (or in connection with any other aspect of the mediation process) shall be (and shall remain) confidential and shall not be disclosed to any person. However, if the Mediation Conference results in a Mediation Agreement, the terms of that Mediation Agreement may be disclosed in any action or proceeding to enforce it.

12. Any Mediation Agreement filed with the SCBA Program Administrator pursuant to Rules §2.11 shall be conclusively presumed to be valid and binding according to its terms. A copy of a filed Mediation Agreement, certified as true and complete by the SCBA Program Administrator or by any Co-Chair of the SCBA Fee Dispute Resolution Committee, shall constitute conclusive evidence of the filing of that Mediation Agreement.

13. In no event shall any Mediator or any person serving as a Program Administrator be subpoenaed or otherwise called to testify with respect to any aspect of the Mediation Conference or any aspect of the mediation process.

13. In consideration of the mediation services to be provided by the Mediator and by the SCBA, no claim shall ever be asserted by any Disputant Attorney against any Mediator or against SCBA or against SCBA Program Administrator on account of or by reason of the mediation services to be provided. Should any Disputant Attorney ever bring any claim which is waived by the provisions of this paragraph, then that Disputant Attorney shall indemnify and hold the Mediator or SCBA or SCBA Program Administrator harmless with respect to all costs and expenses (including attorneys' fees) which may be incurred in enforcing the provisions of this paragraph.

14. Each Disputant Attorney shall pay the Mediation Fee provided in Rules §2.12.

15. In accordance with the terms and conditions set forth above, and in accordance with the provisions of the Rules (a copy of which are hereto annexed), the undersigned Disputant Attorneys hereby submit their Dispute with respect to the aggregate Attorneys' Fees and Disbursements arising out of the Matter to mediation to be administered by the SCBA Fee Dispute Resolution Committee and the Program Administrator.

Dated: _____