

  
**TREVETT CRISTO**  
ATTORNEYS

HON. ROBERT J. LUNN  
SUPREME COURT JUSTICE (RET.)  
[rlunn@trevettcristo.com](mailto:rlunn@trevettcristo.com)

October 8, 2015

Re:

Dear Counselors:

Each of the parties has agreed to participate in a mediation for the purpose of settling and resolving a disputed claim. As mediator, I will conduct the mediation at **Trevett Cristo Salzer & Andolina P.C., 2 State Street, Suite 1000, Rochester, New York 14614, on October 26, 2015 at 10:00 a.m.** I am enclosing information cards for you and your client(s).

It is understood and agreed that the parties will negotiate in good faith at all times during the mediation proceeding. It is imperative that you have in attendance all parties necessary for productive negotiations and those people whose decision or authority will be required in order to reach a settlement.

My role as mediator is to act as a neutral party and assist each of you in resolving the dispute. As mediator, I may at times offer opinions and recommendations or settlement proposals, but I have no authority to make or compel any person to enter into a binding agreement. I will diligently work with you to attempt to settle this case.

*It will be helpful for me to have one week in advance a position statement and any supporting documents that you believe would assist me in understanding your position clearly.* My mediator's services will include attendance at the mediation conference, review of documentation, participation in telephone and follow-up conferences and other services. My fees are outlined below.

My hourly rate is \_\_\_\_\_ participant per hour, including the review of pre-mediation submissions. There is no minimum and I will bill only for time actually expended. It is understood that the total bill will be divided equally among the participants unless the parties have agreed otherwise. If the mediation is cancelled within two (2) weeks of the scheduled date, any time expended for review of submissions may be imposed.

The mediation will begin with a joint session to be attended by all participants, and private caucus sessions will follow. Each mediation takes its own course based upon the discretion of the mediator in an attempt at making progress toward a resolution.

The parties shall not enter into evidence at a later proceeding any statements or admission made or documents prepared to disclose at the mediation. If the mediator declares an impasse, the parties shall not disclose the offers or final positions in any traditional proceedings to bind any party. The privileged nature of the proceedings is not altered by disclosure to the mediator. The parties agree that they shall not subpoena or otherwise call the mediator to testify in any later proceedings.

Once an agreement has been reached, I will summarize the terms of the settlement agreement in a short form memorandum to be countersigned by the parties which the parties agree will be binding. This will be followed by a confirming letter.

In the event the initial mediation session does not result in a settlement, the mediator may follow up with telephone conversations or a further conference before declaring an impasse.

By entering the mediation session, all parties have agreed to abide by the terms of this letter. Thank you and I look forward to working with you.

Very truly yours,

TREVETT CRISTO SALZER & ANDOLINA P.C.



Hon. Robert J. Lunn  
Supreme Court Justice (RET.)

RJL:dm  
Enclosure