UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In Re:

, Chapter:
Case No.:

Debtor.

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,

Plaintiff, Adv. Pro. No.:

-against-

,

Defendant.

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AFFIDAVIT AND DISCLOSURE
STATEMENT OF MEDIATOR

STATE OF NEW YORK)
: ss.:
COUNTY OF)

_____, being duly sworn, deposes and says:

1. I am an attorney admitted to practice law before this Court and a member of the firm of _____. ("_____"). _____ is a law firm with its office at _____. Unless otherwise stated, I have personal knowledge of the facts hereinafter set forth.

2. Neither I, _____, nor any member or associate of _____, insofar as I have been able to ascertain, has any connection with the above-captioned debtor (the "Debtor"), the creditors, or any other party in interest herein or their attorneys and accountants, except as set forth in this affidavit.

3. _____, and members and associates of _____ may have in the past represented, currently represent, and may in the future represent, entities which are claimants of the Debtor in matters totally unrelated to the pending case. _____ has a large and diversified legal practice which encompasses the representation of financial institutions and commercial corporations, some of which may be claimants in the pending case or otherwise have an interest in such pending case. As part of its practice, _____ may appear in cases, proceedings, and transactions involving

many different attorneys and accountants, some of which may represent claimants and parties in interest in this case. _____ does not represent any such entity in connection with the pending case or have any relationship with any such entity, attorneys, or accountants which would be adverse to the Debtor or its estate.

4. _____ current customary hourly rates, subject to change from time to time, are $_____ (first year associate) to $_____ (for the most senior members of the firm) for its attorneys' time and $_____to $_____ for paralegal and law clerks' time. My customary hourly rate for mediations is currently $_____. Hourly rates are subject to future change based upon changes in the compensation paid to _____ personnel. It is anticipated that the undersigned will render, virtually all time in connection with this matter, subject to the possible assistance of a paralegal, whose rate is $_____ per hour.

5. Except as set forth herein, and based upon the information available to me, neither I, _____, nor any member or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or his estate in the matters upon which _____ is to be employed. Accordingly, I believe _____ is a "disinterested person ," as defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b).

6. No promises have been received by _____ or any member or associate thereof as to payment or compensation in connection with this case other than in accordance with the Agreement to Mediate. _____ has no agreement with any other entity to share with such entity any compensation received by _____ or by such entity.

7. As provided in the Agreement to Mediate, _____ expects to invoice the parties to the mediation for professional services rendered in connection with this case and for reimbursement of expenses incurred.

_____

Sworn to before me

this ____ day of _____ , 2018

_____

Notary Public

EXHIBIT D

RULES OF MEDIATION

Ground Rules. A) Participate 100%, B) Comment Constructively and Specifically, C) One Speaker at a Time, D) Mutual Respect, E) Attack the Problem, Not the Person, F) Explore All Options Fully and Specifically, G) Keep an Open Mind.

Authority of Representatives. PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT.

Time and Place of Mediation. The Mediator shall fix the time, duration, and location of each mediation session.

Privacy. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the participants and with the consent of the Mediator.

Confidentiality. All statements made during the entire mediation process (including pre and post mediation session communications are deemed to be confidential, privileged, and inadmissible for any purpose in any proceeding. The mediation process begins as soon as the mediator is contacted by any of the participants and ends when the mediator considers the process complete. Confidential information disclosed to the mediator by the parties or by anyone during the course of the mediation process shall not be divulged by the mediator unless the participants authorize disclosure or disclosure is authorized by law (e.g., child abuse reporting statue, future crimes involving physical harm, professional disciplinary rules). The mediator shall not be compelled to divulge any documents/records or to testify in regard to the mediation process in a proceeding or forum. The parties shall not subpoena or otherwise require the mediator to testify or produce documents received, reviewed or prepared by the mediator during the course of the mediation process.

No Stenographic Record. There shall be no stenographic record of the mediation process and no person shall tape, record any portion of a mediation session. The mediator and the participants shall be allowed to take personal notes during the mediation session.

No Service of Process at or Near the Mediation Session. No subpoenas, summons, complaint, citations, petitions, writs, or other process may be served at or near the site of any mediation session upon any person entering, attending, or leaving the session.

Termination of Mediation. The mediation shall be terminated: a) by declaration of the mediator or b) upon application of one party that has determined that it no longer wishes to participate.

Interpretation and Application of Rules. The Mediator shall have sole authority to interpret and apply the Agreement to Mediate and these mediation rules.

[Letterhead of Mediation Advocate]

, 2010

Pro Bono Client:

Pro Bono Address:

Re:

Dear

This letter will confirm our agreement with respect to professional services to be rendered by me to you on a *pro bono* basis and in the limited role of "mediation advocate" under the **[pro bono mediation project]** of the Bankruptcy Court for the Eastern District of New York (the "Court").

Scope of Representation

My *pro bono* services under this letter will be limited to providing legal counsel for you in connection with a single-session mediation as ordered by the Court in the [describe case]. My representation of you in this matter and in such role will involve a maximum of _____ hours of services in total, with an expected allocation of such time being _____ hours in preparing for the mediation session and _____ hours traveling to and attending the mediation session. You acknowledge that this representation is completely voluntary and that either you or I can terminate the representation for any reason and at any time, subject to any ethical rules or Court orders or rules.

Should I ever agree to represent you in any other matter, that arrangement will be the subject of a separate retainer letter, the terms of which must be agreed to in writing by both you and me.

You certify that no other attorney is representing you in this matter. You further agree to provide me, as ***pro bono*** mediation advocate, with any information or documents which I deem useful and necessary for your representation in the mediation session.

, 2018

If the foregoing accurately sets forth our understanding with respect to the terms of my representation of you in this matter on the limited basis set forth on this letter, please execute a copy of this agreement at the space provided below and return that copy to me.

Very truly yours,

By:_____

The foregoing terms and conditions are agreed to and accepted:

_____
[Signature]

_____
[Print Name]