

generally applicable to administration or adjudication of cases and matters assigned to that judge without approval of the Bankruptcy Court or District Court, to the extent the standing orders are not in conflict with applicable law, the Fed. R. Bankr. P., these Rules, the Internal Operating Procedures, or local rules of the District Court. Each judge shall furnish copies of all standing orders to the clerk who will make them public.

RULE 9029-6 ACTING CHIEF JUDGE

If the chief judge is absent from the District or is unable to perform his or her duties, such duties shall be performed by the judge in active service, present in the Eastern Division of the District and able and qualified to act, who is next in line of seniority based on the date of his or her first appointment. Such judge is designated as the acting chief judge on such occasions.

**RULE 9033-1 NON-CORE PROCEEDINGS - TRANSMITTAL TO THE
DISTRICT COURT OF PROPOSED FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

A. Time of Transmittal

The clerk shall transmit to the District Court the proposed findings of fact and conclusions of law filed pursuant to Fed. R. Bankr. P. 9033 upon the expiration of time for filing objections and any response thereto.

B. Procedures Following Transmittal

After transmission of proposed findings and conclusions to the District Court, no filings, except motions pursuant to Fed. R. Bankr. P. 9033(c), may be made in the Bankruptcy Court with respect to the non-core proceeding until after a dispositive ruling by the District Court. When findings of fact and conclusions of law are filed that do not completely resolve the non-core proceeding, the Bankruptcy Court retains jurisdiction over the remaining issues and parties.

RULE 9060-1 REFERRAL TO MEDIATION

- (a) A party to any dispute pending before the court may, at any time, request entry of an order referring the dispute to mediation under these Rules by presenting to the court a motion for mediation, in the form appended to and made a part of this Rule. Each such motion shall be accompanied by a mediation agreement signed by the parties.
- (b) The motion shall state whether the parties have agreed on a mediator. If the parties have not agreed on a mediator, the motion may name any mediator from the list maintained by the clerk pursuant to Rule 9060-5 whom a party wishes to exclude

from service. Upon presentation of the motion for mediation, the court may enter an order referring the dispute to mediation under these Rules.

- (c) These provisions do not apply when a sitting bankruptcy judge agrees to mediate a case assigned to another sitting bankruptcy judge, or when the parties use other types of alternate dispute resolution.

[Case/adversary caption]

MOTION FOR MEDIATION

The undersigned party or Parties (“Parties”) hereby request that this court enter an order referring the following dispute to mediation pursuant to the Local Bankruptcy Rules:

(brief description of the nature and status of the dispute)

- 1. Have the necessary Parties agreed upon mediation of this dispute? Yes/No
- 2. If the Parties have agreed upon a mediator, state the name, address and phone number of the mediator agreed upon:

3. If the Parties do not notify the clerk that they have agreed upon a mediator, the Parties understand and agree that, then within seven (7) days of the entry of an order of reference to mediation, the clerk will randomly assign a mediator from the list of mediators maintained by the clerk pursuant to Local Bankruptcy Rule 9060-5A.

4. By agreeing to enter into mediation with the intention of reaching a consensual settlement of their dispute, the Parties and their counsel agree to be bound by the Local Bankruptcy Rules governing mediation and to proceed in a good faith effort to resolve this dispute.

Wherefore, the undersigned Parties and their counsel request that the court enter an order referring this dispute to mediation and granting such other relief as is just and proper.

Signed: _____ Print name: _____

Date:

[Case/adversary caption]

BANKRUPTCY MEDIATION AGREEMENT

This is an agreement by and between _____ and _____ (hereinafter referred to as “the Parties”) and their representatives. The Parties have agreed to enter into mediation with the intention of reaching a consensual settlement of their dispute.

1. The Parties agree to make complete and accurate disclosure of all information necessary for an understanding of each party’s factual and legal position.

2. The Parties, together with their representatives and those in privity with them, agree to comply with the provisions of the local Bankruptcy Rules governing confidentiality and discovery of mediation proceedings, and further agree that disclosure by a party of privileged information to the mediator does not waive or otherwise adversely affect the privileged nature of the information. However, nothing in this agreement shall be construed to prevent or excuse the Parties or those in privity with them from reporting matters such as crimes, imminent threats of bodily injury, or such other matters as to which the law imposes a duty to report.

3. The Parties and their representatives understand that the Mediator will not be offering legal advice to any party. Nor will the mediator be rendering any opinion or decision in connection with the mediation. The Mediator’s role is to aid the parties in seeking a fair agreement in accordance with their respective interests. The Parties understand that they have a right to be represented by legal counsel in the mediation proceedings, and that such representation is recommended by the court. None of the Parties or those in privity with them will be permitted to employ the Mediator nor any attorney of his or her firm in any legal proceeding or other matter relating to the subject of the mediation, nor for any matter while the mediation is pending.

4. Any Party may withdraw this dispute from mediation at any time pursuant to Local Bankruptcy Rule 9060-3F.

5. The Parties agree to share the fees and expenses of the Mediator as follows:

However, any party who fails to comply with the Local Bankruptcy Rules governing mediation or the terms of this agreement without good cause will be responsible for any expenses of the other parties arising out of the failure to comply as determined by the court on notice with an opportunity for a hearing.

6. The Parties hereby release, indemnify and hold harmless the Mediator from any liability arising in connection with the performance of his or her duties as Mediator in accordance with this Agreement and the Local Bankruptcy Rules. However, nothing in this Agreement shall release the Mediator for liability arising from the willful derogation of his or her duties as mediator.

7. The Local Bankruptcy Rules governing mediation are expressly made a part of this agreement and are incorporated by reference herein. The Parties agree to be bound by these Rules.

8. The Parties agree that any dispute arising out of this mediation shall be heard and resolved by the bankruptcy judge, and the Parties expressly waive any requirement of the Federal Rules of Bankruptcy Procedure that relief pursuant to or arising out of this mediation be sought in the form of a complaint, and hereby consent to the application of Fed. R. Bankr. P. 9014 to any request for relief relating to this agreement. Furthermore, to the extent that any such request for relief is not a core proceeding under 28 U.S.C. § 157(b), the Parties hereby agree that a bankruptcy court may nevertheless enter appropriate orders and judgments with respect to the request for relief.

I have read, understand and agree to each of the provisions of this agreement.

SIGNED: _____ DATE: _____

SIGNED: _____ DATE: _____