

RULES FOR MEDIATION

Mediation is a process by which an independent, impartial person facilitates communication between parties to promote a mutually agreeable resolution to the dispute. Mediation is unique in that it is not limited to financial compensation, as is the court. As such, the discussion may include creative, non-traditional solutions.

The role of the Mediator is to facilitate the discussions and insure that all parties are heard. The Mediator may make suggestions, but will not impose her will on the parties. Mediation empowers the parties to mitigate the risk associated with litigation and is often the last chance they have to control the outcome of their case.

In order to get the most out of the mediation process, I ask that the following rules be followed during our time together.

1. **Commit to Good Faith Negotiations.** No one can guarantee that a dispute will be resolved during the mediation process, but parties are asked to approach the mediation in good faith with the intent to settle, if possible.
2. **Respect of All Parties.** Each party agrees to treat all persons present at the mediation session with respect and to conduct themselves in a reasonable manner. The Mediator understands that mediation can be an emotional process and will afford individuals some latitude, but inappropriate, degrading or offensive conduct or language will not be tolerated.
3. **Parties Responsible for Their Own Settlement.** The parties understand and agree that the Mediator cannot and will not impose a settlement in their case. The parties are responsible for negotiating settlement terms that are acceptable to them. The Mediator does not warrant or represent that a settlement will result from the mediation process.
4. **Authority of Representatives.** THE PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE MUST BE PRESENT. A necessary person may participate by phone IF THEY ARE IMMEDIATELY AVAILABLE FOR THE DURATION OF THE MEDIATION and if accommodations were made in advance and agreed to by all parties.
5. **Identification of Issues in Dispute.** Prior to commencement of the mediation, each party will complete the Attorney Information Sheet and submit it to the Mediator on or before the date requested in the confirmation letter. The information contained therein is for the sole benefit of the Mediator and shall not be disclosed to the other parties.

6. **Privacy.** Mediation sessions are private and are to be attended only by the parties and their representatives. Other persons may attend only with the permission of the other parties and the Mediator.
7. **Confidentiality.** Confidential information disclosed to the Mediator by the parties during the course of the mediation shall not be disclosed by the Mediator. All records, reports, or other documents received by the Mediator shall be confidential. Discussions with the Mediator specified by the parties as confidential shall remain confidential and shall not be disclosed. The Mediator shall not be compelled to divulge such records or to testify regarding the mediation in any proceeding or judicial forum. Any party who violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorneys' fees, incurred in defending against efforts to compel the Mediator to disclose confidential information. The parties shall maintain the confidentiality of the mediation and shall not comment on, rely on or otherwise disclose in any arbitral, judicial or other proceeding the following: (1) views expressed by other parties or the Mediator; (2) suggested or proposed settlement terms; (3) admissions made by other parties in the course of the mediation process; (4) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by the Mediator.
8. **Record of Mediation.** There shall be no stenographic record made nor shall any party tape record (audio and/or video) any portion of the session.
9. **Service of Process.** No subpoenas, summons, writs, complaints or citations may be served upon any person at or near the site of any mediation session upon entering, attending, or leaving the session.
10. **Termination of Mediation.** The mediation shall be terminated: (1) by the execution of a settlement agreement; (2) by declaration of the Mediator that these Rules have been violated or that the mediation is no longer worthwhile; (3) by written agreement of the parties that the mediation is no longer worthwhile; or (4) completion of the scheduled session, whether or not a settlement has been reached.
11. **Interpretation.** These Rules shall be interpreted and applied solely by the Mediator.