

WALDMAN MEDIATION
STEVE WALDMAN, MEDIATOR

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HALF DAY MEDIATION PACKET

Mediation is an assisted settlement negotiation. The proceedings are private, confidential and privileged. Communications to me are confidential unless you give me express permission to disclose information. As the mediator, I cannot be a witness in this case and will report to the Court only that the case “did” or “did not” settle. Also, as the mediator, I will extend my best work and effort to facilitate settlement negotiations between the parties, but I will not impose a settlement upon anyone and will not act as an advocate for any party. The parties remain responsible for achieving a mutually acceptable agreement.

In order for the mediation process to work, it is necessary that:

1. All individual parties and/or corporate agents with full discretion, authority and information to resolve the matter (including the insurance representative, with full limits discretion, where insurance is involved) be present for the entire process. Client participation is essential;
2. Adequate time be allocated for the process; and
3. All parties and their counsel commit to give their best effort to resolve the case by agreement.

The cost for mediation will be \$1,600.00 per party (all parties represented by a single attorney are deemed one “party” for the purposes of the mediation fee), which should be paid in advance by check payable to **Waldman Mediation & ADR Services, P.L.L.C.** (tax identification number 93-3917335), 4899 Montrose #1605, Houston, TX 77006. Please contact me if you wish to pay by wire or Zelle. The cost covers a full day (eight hours) of mediation. Please immediately notify my office of the total number of participants attending for your respective party, including yourself.

Should you have any questions or suggestions in the interim, please do not hesitate to give me a call. As indicated on my letterhead of this stationery, my office telephone number is 713-655-9999, and my personal cell phone is 713-825-2574. For your future information, my mediation website is www.waldmanmediation.com.

I greatly appreciate the opportunity to serve as the mediator in this matter and I look forward to seeing each of you at the upcoming mediation.

Very truly yours,

Steve Waldman

Rules for Mediation

1. **Definition of Mediation.** Mediation is a process by which an impartial person, the Mediator, facilitates communication between parties to a dispute to promote reconciliation, settlement or understanding among them. The Mediator may suggest ways of resolving the dispute, but may not impose his own judgment on the issues for that of the parties,
2. **Agreement of Parties.** Whenever the parties have agreed to mediation, they shall be deemed to have made these rules, as amended and in effect as of the date of the submission of the dispute a part of their agreement to mediate.
3. **Consent to Mediator.** The parties consent to the appointment of the individual named as mediator in their case. The Mediator shall act as an advocate for resolution and shall use his best efforts to assist the parties in reaching a mutually acceptable settlement.
4. **Conditions Precedent to Serving as Mediator.** The Mediator will only serve in cases in which the parties are represented by attorneys. The Mediator shall not serve as a mediator in any dispute in which he has any financial or personal interest in the result of the mediation. Prior to accepting the appointment, the Mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. In the event that the parties disagree as to whether the Mediator shall serve, the Mediator shall not serve.
5. **Authority of Mediator.** The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties achieve settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.
6. **Commitment to Participate in Good Faith.** While no one is asked to commit to settle their case in advance of mediation, all parties should commit to participate in the proceedings with the intention to settle, if at all possible.
7. **Parties Responsible for Negotiating Their Own Settlement.** The parties understand that the Mediator shall not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator does not warrant or represent that settlement will result from the mediation process.

8. **Authority of Representatives.** PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE SETTLEMENT DECISION SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator.

9. **Time and Place of Mediation.** The Mediator shall fix the time of each mediation session. The mediation shall be held at the office of the Mediator or at any other convenient location agreeable to the parties, as the Mediator shall determine.

10. **Identification of Matters in Dispute.** Prior to the first scheduled mediation session, each party shall provide the Mediator and all attorneys of record with an Information Sheet and Request for Mediation on the form provided by the Mediator setting forth its position and interest with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issues presented. The Mediator may require any party to supplement such information.

11. **Privacy.** The Mediation session is private. Only the parties and their representatives may attend the session. Other persons may attend only with permission of the parties and with consent of the Mediator.

12. **Confidentiality.** The Mediator shall not divulge confidential information disclosed to the Mediator by the parties or by witnesses in the course of the mediation. All records, reports or other documents received by the Mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney's fees incurred in opposing the efforts to compel testimony or records from the Mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding: a.) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b.) admissions made by another party in the course of the mediation proceedings; c.) proposals made or views expressed by the Mediator; or d.) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by the Mediator.

13. **No Stenographic Record.** There shall be no stenographic record of the mediation process and no person shall tape record any portion of the mediation session.

14. **No Service of Process at or near the Mediation Session.** No subpoenas, summons, complaints, citations, writs or other process may be served upon any person at or near

the site of the mediation session or upon any person entering, attending or leaving the mediation session.

15. **Termination of Mediation.** The mediation shall be terminated: a) by the execution of a settlement agreement by the parties; b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile or c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

16. **Exclusion of Liability.** The Mediator is not a necessary nor proper party in any judicial proceedings relating to the mediation. Neither the Mediator nor any organization employing the Mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.

17. **Interpretation and Application of Rules.** The Mediator shall interpret and apply these rules.

18. **Fees and Expenses.** The Mediator's daily fee shall be agreed upon prior to the mediation and shall be paid in advance of each mediation day. The party producing any witness shall pay the expenses of that witness. All other expenses of the mediation, including fees and expenses of the Mediator, and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the Mediator shall be borne equally by the parties unless they agree otherwise. All fees to the Mediator are to be paid to **Waldman Mediation & ADR Services, P.L.L.C.** (tax identification number 93-3917335), 4899 Montrose #1605, Houston, TX 77006.

Scheduled Date for Mediation: _____

ATTORNEY'S INFORMATION SHEET AND REQUEST FOR MEDIATION

Re: _____

Attorney's Information Sheet and Request for Mediation

1. Plaintiff's contact information:

Plaintiff: _____
Represented by: _____
TBA No.: _____
Firm Name: _____
Firm Address: _____
Phone No.: _____
Fax Number: _____
E-mail: _____

2. Defendant's contact information.

Defendant: _____
Represented by: _____
TBA No.: _____
Firm Name: _____
Firm Address: _____
Phone No.: _____
Fax Number: _____
E-mail: _____

3. Other Parties Contact Information.

Intervenor: _____
Represented by: _____
TBA No.: _____
Firm Name: _____
Firm Address: _____
Phone No.: _____
Fax Number: _____
E-mail: _____

4. Pertinent Issues, Claims, and/or Defenses.

5. Do you need additional information to settle the case? If so, what?

6. History of demands and offers.

7. Number of persons attending on your side. _____

On behalf of the _____, I request that Steve Waldman agree to act as mediator, and as attorney of record and on behalf of my client, agree to be bound by the "Rules for Mediation" provided by the mediator to me, and printed on the attached.

Dated this date: _____.

Signature of Participant/Counsel