GUIDELINES AND GROUND RULES
FOR ONLINE (VIDEO) OR TELEPHONE (VOICE ONLY) MEDIATIONS

With reference to the upcoming mediation, this document highlights the **Technology** we will be using, reviews **Confidentiality and Privacy** associated with mediation, and provides a final section on **Best Practices and Troubleshooting**.

Technology

1. Zoom Online Platform. Your mediator uses the online secure platform provided by Zoom.us to conduct video mediations and telephone mediations. Zoom allows your mediator to have all participants start in a single "room" together; and then, if necessary, break into separate "rooms" for individual/private meetings with each side.

   For Video Mediations Only:

   - Equipment Requirements: All participants in a video mediation must have access to an electronic device with a camera and microphone: most newer laptops, mobile phones, and tablets have these built in. Accessories such as a USB plug-in camera and/or microphone are typically used with desk top computers. We recommend use of separate headphones/microphones (e.g., Airpods or other in-ear hearing devices with built-in microphones; a trucker's headset; or AfterShokz or other bone-conduction headset), rather than the computer's built-in audio devices, to avoid reverb or feedback.

   - Free Software/App Requirements: All participants agree, well in advance of the mediation session, to download and install either the free Personal Use software or App from Zoom.us (as required based on the equipment you intend to use) necessary to participate in the mediation session. Once downloaded, please familiarize yourself with the operation of Zoom.us, to enable you to operate the system and participate in your mediation session. Tutorials are available at https://support.zoom.us.

   - Secure WiFi or Ethernet Connection: All participants need a secure WiFi or Ethernet (hard-wired) connection for your computer or electronic device. Do NOT use a public access WiFi connection, such as those available in public spaces or businesses, as they are not secure and your information may be at risk in that situation.

   - No Warranty of Communication Security: Like all online videoconferencing platforms, Zoom has some weaknesses. While Zoom itself works on increasing its end-to-end security, there are already several things in place that we can – and we do – use to maximize the security of any Zoom Video ADR meeting we host.

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- First, we require a password to join the meeting (according to several articles, most "Zoombombers" randomly input 10-digit Zoom Meeting IDs until they find a meeting they are able to join. With the password required, such random-input folks cannot get in).

- Second, we use the "Waiting Room" feature, so that, whenever someone first joins the meeting, s/he is kept isolated until we specifically let the person in. Note: this requires a specific, intentional act by the mediator, rather than just happening automatically. That intention adds another layer of security; if the Neutral does not recognize the person, that person is not let in.

- Third, after all expected attendees have been admitted to the meeting, the mediator (as host) can lock the meeting, preventing anyone else from joining without an invitation from the mediator.

- Fourth, we typically disable the in-meeting Chat feature. If the mediator is not in the ZOOM room with you, please click the "Ask for Help" button. (Note, the "Raise Hand" button is only visible to the mediator when he is already in the ZOOM room with you.)

- Fifth, screen-sharing is initially controlled by the mediator, so that only intentional screen sharing, by the mediator or counsel, is allowed.

- Even with taking these steps, ***there is no warranty, guaranty, or representation that can be given (nor is one made here) of absolute communication security. Thus, use of the Zoom platform is at your risk.*** Accordingly, if you would prefer to use another Video ADR platform, which you believe would be more secure, just let us know; we're happy to accommodate upon agreement of all the parties.

2. Document Execution. Whenever possible, your mediator uses DocuSign.com as a secure platform for the execution of documents required during your mediation process (more information can be found at www.docusign.com). Note: you will need access (by computer, tablet, or smartphone) to email at which you will receive the DocuSign document; you then electronically sign the document on that device, automatically receiving a completely signed copy once all parties have executed. Additionally, it is important you stay connected to the Videoconference meeting until ALL persons have signed the document, in case there is some question about a term that arises; mediator fees continue through final execution of the document.

3. Payment Provisions. All payments are due in accordance with the Mediation Confirmation and our payment terms at shulmanadrlaw.com/mediation-fees: at the conclusion of the mediation session (or upon late cancellation or postponement), unless prior arrangements have been made. Before the mediation, each side must complete the secure online Payment Authorization Form linked in the Mediation Confirmation, which places a back-up credit or debit card on file. Card details are entered only on a secure page hosted by Stripe; we never see or store full card numbers. We accept payment by cash, check, major credit cards, PayPal, and Zelle (sent to chris@shulmanadrlaw.com). Alternative arrangements (such as ACH or EFT) only with prior approval. If a side's invoice is not paid within 15 days of the invoice date, the back-up card on file for that side will be charged for the unpaid balance on or after the 16th day.

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Confidentiality and Privacy

4. Attendees. The named mediation parties, their attorneys (if any), required insurance professionals (if any), and the mediator are all considered mediation participants, and are the ONLY people allowed to attend mediation without the express consent of all the parties. Thus, ALL sides must pre-approve attendance at mediation of any "non-party" (including, e.g., the spouse, relative, friend, etc. of a party).

5. Privacy and Confidentiality. All participants will be expected to review this Guidelines and Ground Rules document in full and advise of any questions before the mediation, as we will abide by these Guidelines and Ground Rules during the mediation.

6. Absolute Prohibition on Recording. Neither you nor anyone on your behalf may audio or video record any mediation session or portion thereof. In the event you learn of an audio or video recording of any session, you will take immediate measures to destroy the recording and will not disseminate the recording to any third parties. You further agree that you will not transmit a live or deferred video or audio relay of the online mediation session(s) to third parties.[1]

   Note, ***Fla. Stat. § 934.03 makes it a felony*** to, among other things, record a person's oral communications without their consent (or other situations that likely won't apply in mediation) and, per Fla. Stat. § 44.403(1), the commission of a crime during a mediation (such as recording their voice without consent) is neither privileged nor confidential and may be reported to relevant law enforcement. **PLEASE GOVERN YOURSELVES ACCORDINGLY.**

Best Practices and Troubleshooting

7. Interruption Free Zone. All participants are to take reasonable measures to ensure you are not interrupted during the mediation. This includes arranging for appropriate child or elder care (if applicable), notifying family, friends, and colleagues of your unavailability, and making other appropriate scheduling choices.

8. Technology Hiatus. Except for the computer or mobile device upon which you are conducting your online mediation session, you agree to turn off or silence any phones, tablets, or computers and disable any alert announcements and/or texts for the duration of your online mediation session(s). Further, you agree to refrain from the use of social media, or the unnecessary use of email and/or internet search engines, during your online mediation session(s).

9. Early Log On. Please sign in (whether video conference or telephone conference) to the scheduled mediation session at least 5 minutes in advance of the scheduled start time, so that any technology issues can be resolved and the mediation can start on time.

[1] Except as required for accommodation of a participant's known disability. In the event such accommodation is required, the person requiring the accommodation shall advise counsel (if any) and the mediator in advance of the hearings, to allow for timely coordination of such accommodation.

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10. Technology Failure Protocol. Despite all best efforts, at times technology may at times not operate properly and a scheduled online mediation session may not commence on time or may be interrupted. If you are unable to join a scheduled mediation session, please immediately call your mediator at (813) 935-9922 or, if you get voicemail, send an email to your mediator at chris@shulmanadrlaw.com, to determine how to proceed. In the event the technology issues cannot be resolved in a reasonable timeframe, the online mediation session will be canceled and rescheduled as soon as possible.

11. Respectful Online Communication. Due to the nature of the online forum, it is especially important to allow each participant to finish their comment or statement before responding. In addition, the online format can amplify and exaggerate sound so maintaining a regular speaking voice is important. Finally, please remember that the camera does not always transmit hand gestures or non-verbal cues, so it is important to verbalize all communication during an online mediation session.

12. Mediator's Physical Location. Your mediator is in Riverview, Florida (near Tampa).

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