

## **FRAN BROCHSTEIN**

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### **AGREEMENT TO MEDIATE VIA ZOOM**

I understand that mediation is a confidential process. Therefore, no stenographic, visual or audio recording will be made of the mediation. Everything discussed during the mediation including all verbal or written statements, settlement offers, etc. made during the mediation by any party, including all attorneys and the mediator, are confidential and protected under the Texas Alternative Dispute Resolution Procedures Act (Texas. Prac. & Rem. Code, Ann. Section 154.073). At the end of the mediation, all notes and offers will be destroyed by all parties participating. Neither party can reveal or talk about what was discussed at mediation including all social media, with friends and/or family, and with the Judge. If we do not settle at mediation, then I understand that all offers discussed at mediation are withdrawn and cannot be brought up in court.

I understand that mediation is a private process in which an impartial person (the mediator) encourages and facilitates communications between parties and strives to promote reconciliation, settlement and/or understanding. The mediator will not render a decision on the issues in dispute. The primary responsibility for the resolution of a dispute rests with the parties.

I understand that mediation is an informal settlement conference. The sole purpose of mediation is to attempt to resolve the case on a basis acceptable to both parties to the case. Mediation attempts to resolve disputes with an agreement that both parties can live with in the future. In the mediation process, the parties explore the possibility of making agreements that will affect their legal rights concerning their future, children and property.

I am not aware of any possible conflicts that affect the mediator's neutrality.

I understand that the mediator cannot give legal advice and/or other professional advice to the parties. The mediator won't give any tax or investment advice. I will not subpoena the mediator to testify in my case.

I understand that the mediator is a neutral intermediary and may not act as an advocate for any party.

If the mediation is via Zoom, I will not allow anyone else to listen (including children) to our conversation on a Zoom mediation.

I am not impaired by drugs, mental illness and/or alcohol to enter into a binding legal agreement at mediation.

I understand that the mediator should encourage the disclosure of all relevant information and should assist the parties in considering the benefits, risk, and the alternatives available to them. I understand that if I do not disclose all possible debts and assets that this Mediated Settlement Agreement can be set aside. I intend to be truthful and honest during the mediation process.

I understand that I must pay the mediation fee and sign this piece of paper before the mediation will begin. I understand that the fee is \$300 per party for the first 4 hours via Zoom then \$75 per party per hour. I will pay the amount due in full at the time the services are rendered.

I will remain at the mediation until the mediator declares an impasse or we sign a Mediated Settlement Agreement. I understand that if I leave the mediation that the judge will be advised that I left before an impasse was declared by the mediator.

If a Mediated Settlement Agreement is reached and a document is prepared, I have been advised to have the settlement agreement reviewed by an attorney before signing. I understand that if I sign a Mediated Settlement Agreement, it is binding, and I cannot change my mind later. Once a MSA is signed, either side can enforce the MSA as a contract and a judge cannot undo a MSA later. I agree that my digital signature will be treated as my true and binding signature.

I have read, understand and agree to the document "General Rules for Mediation" on Fran Brochstein's website.

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**Signature & Date Signed**