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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 on social media, talking to friends and/or family, and 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 If we do not settle at mediation, then I understand that all offers discussed at mediation are withdrawn and cannot be brought up in court.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 agree to never subpoena the mediator to testify in court. I also understand that if I do subpoena the mediator that I will pay 100% of all of her travel expenses (including hotel, airfare, parking, meals, mileage, etc.), her legal fees to retain an attorney to represent her in court and her lost income (at least 3 days of lost wages) within 3 days of issuing the subpoena to the mediator. I also understand that the mediator will refuse to testify in court and I am therefore wasting my time and money.

I am aware that if we sign a Mediated Settlement Agreement (MSA) it still needs to be filed with the court and it becomes a public document. Even though the mediation is confidential, the judge needs to know what agreements were reached during mediation or that the mediator declared an impasse (no settlement). The mediator normally does not e-file the MSA or the impasse. If the mediator, attorney or a party e-files the MSA, I understand that it's no longer confidential and that anyone can see it on the district clerk's website.

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 the wording in the Mediated Settlement Agreement will be determined by the parties and the attorneys. The mediator merely acts as the scribe (writer) of our agreements. The parties and the attorneys are solely responsible for the content of the MSA.

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/or 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 will not give any tax or investment advice. The mediator encourages both parties to do free internet research prior to the mediation. One website is www.texaslawhelp.org. There are many free YouTube videos and articles on-line written by Texas attorneys.

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, medications, stress, fatigue, threats, or force to enter into a binding legal agreement at mediation.

I understand that the mediator will encourage the disclosure of all relevant information and the mediator will assist the parties in considering the benefits, risk, and the alternatives available to them. I understand I must negotiate in good faith. I intend to be truthful and honest during the mediation process.

I understand that I must pay the mediation fee at least 5 days prior to our scheduled mediation and sign this piece of paper prior to mediation beginning. I understand that the fee is \$400 per party for the first 4 hours via Zoom then \$100 per party per hour. I agree to pay the amount due in full at the end of the mediation session. I agree to pay the mediator using her website (above).

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 before the mediator declares an impasse, the mediator will notify the court.

If a MSA 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 MSA, it is binding, and I cannot change my mind later. Once a MSA is signed, either side can enforce the MSA as a contract. 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" that is located on Fran Brochstein's website (above).

Signature & Date Signed