



RULES OF ENGAGEMENT FOR MEDIATION

1. **Definition of Mediation:** Mediation is a process by which an impartial person, the Mediator, facilitates communications between the parties to promote reconciliation, settlement, or understanding among them. The Mediator may suggest ways of resolving the dispute, but she may not impose her judgment on the issues or on the parties.
2. **Agreement of the Parties:** Whenever the parties have agreed to mediation, or if they have not objected to the Court's Order of Mediation, they shall be deemed to have adopted and accepted these rules as of the date of the submission and mediation of the dispute.
3. **Consent to Mediator:** The parties consent to the appointment of the individual named as a Mediator in their case. The Mediator shall act as an advocate for resolution and shall use her best efforts to assist the parties in reaching a mutually acceptable settlement.
4. **Conditions Precedent to Serving as Mediator:** The Mediator can serve in cases in which the parties are represented by attorneys or are *pro se*. The Mediator shall not serve as a Mediator in any dispute in which she has any financial or personal interest in the result of the mediation. Prior to accepting a commitment, the Mediator shall disclose any circumstance likely to create a presumption of bias, conflict of interest, or prevent a prompt meeting with the parties. In the event that the parties disagree or have pause 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, known as caucus, with the parties and to offer suggestions to assist the parties in achieving settlement. If necessary, the Mediator also may obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice.
6. **Commitment to Participate in Good Faith:** While no one is asked to commit to settle their case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle. Financial and physical arrangements for the

parties shall be determined by Agreement *before* the mediation.

7. **Parties Responsible for Negotiating Their Own Settlement:** The parties understand that the Mediator will not, and cannot, impose a settlement acceptable to her. 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 a settlement will result from the mediation process. All agreements or resolutions, even apologies, will be memorialized in writing in a Mediated Settlement Agreement (MSA).
8. **Authority of Representatives:** EACH PARTY REPRESENTATIVE MUST HAVE FULL AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and the Mediator prior to the mediation.
9. **Time and Place of Mediation:** The Mediator and parties shall, by agreement, fix the time of each mediation session. The mediation shall be held at the place of the parties' choosing or at a neutral location procured by the Mediator and agreeable to the Mediator and the parties.
10. **Identification of Matters in Dispute:** At or before the mediation session, the parties will be expected to produce pleadings or information necessary for the Mediator to understand the issues presented. The Mediator may request any party to supplement such information with receipts, paperwork, or other supportive documentation. All information will be kept confidential and not disclosed to any other party.
11. **Privacy:** Mediation sessions are private. The parties and their representatives, including Insurance Representatives, may attend mediation sessions. Other persons may attend only with the permission of all other parties and with the consent of the Mediator. All parties and their representatives must sign the Agreement to Mediate and keep the proceedings confidential.
12. **Confidentiality:** Confidential information disclosed to the Mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the Mediator. 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 or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator, including

reasonable attorney's fees, incurred in opposing the efforts to compel testimony or records from the Mediator. Confidentiality applies in any form of social media.

13. **No Stenographic Record:** There shall be no stenographic record of the mediation process and no person shall record, in any form, any portion of the mediation session.
14. **No Service of Process:** There shall not be any service of process at or near the site of the Mediation session. No subpoenas, summons, complaints, citations, writs, or other process may be served at or near the site of any mediation session upon any person entering, attending, or leaving the session.
15. **Termination of the Mediation:** The mediation shall be terminated only a) by the execution of a Mediated Settlement Agreement by the parties, or b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile.
16. **Exclusion of Liability:** The Mediator is not a necessary or proper party in judicial proceedings related to the mediation. Neither the Mediator, nor any law firm employing Mediator, shall be liable to any party for any act or omission in connection with any mediation conducted under these rules. No statement or discussion by the Mediator shall be considered or relied upon by the parties as legal advice. It is understood that no Attorney/Client relationship shall exist between the Mediator and any party or attorney for a party.
17. **Interpretation and Application of Rules:** The Mediator shall interpret and apply these rules in the course of the mediation proceedings.
18. **Fees and Expenses:** The Mediator's daily fee shall be explained prior to mediation and shall be paid in advance of each mediation day or session. The expenses of experts or professionals for either side shall be paid by the party producing such expert or professional. In cases where the expert or professional is for the use and information of all parties, the expenses shall be shared between or among the parties. All other expenses of the mediation, including fees and expenses of the Mediator, expenses of any resource experts, and the cost of any proofs of expert advice produced at the direct request of the Mediator shall be borne equally by the parties unless they agree otherwise.

Signed this _____ day of _____, 20____.

PARTY 1

ATTORNEY FOR PARTY 1

PARTY 2

ATTORNEY FOR PARTY 2