DRUM LEGAL

203 Nash Court, Suite 200, Terrell, Texas 75160 | Tel: 972-908-9944 Fax: 972-908-0444

Dear Counsel:

FEE: Your party's portion of the mediation fee is due on or before the mediation date. Any additional time required beyond the scheduled time will be billed at the rate of $150.00 per hour per party.

PAYMENT: Payment may be made by cash, check or credit card. If you are paying by check make your check payable to Teresa Drum. If paying by credit card, we accept all major credit cards.

PRIOR TO MEDIATION: You are invited to furnish me with a pre- mediation position statement and any documents that you wish me to review prior to mediation. All furnished documents will be reviewed prior to mediation which will allow for a more efficient use of the parties' time during the scheduled session.

CANCELLATION: Court-ordered mediation sessions may only be cancelled by written agreement of the parties or with permission from the referring judge.

SAFETY: Please be advised that this mediation setting is subject to any restrictions that may be imposed by federal, state and/or local governments in response to the COVID-19 outbreak. We will make every effort to avoid delays, and may modify the location

and/or method of conducting the mediation session to comply with such restrictions and guidelines. Participants are requested to bring their own masks and any other protective equipment deemed appropriate by the participant. The mediation rooms will be set up in a manner which will permit social distancing, and as such, we will not be able to accommodate more than an attorney and participant in any room at a time.

SCHEDULE: Please log onto and register your mediation on our website: **drumlegal.com/mediation**. Select 8 hours, 6 hours or 4 hours; select an available date & start time; and then complete the information selecting **in person or Zoom**. The information to access our Zoom conference will be sent to the email you provided. Please share this Zoom invitation/information with the parties, your clients, company representatives, insurance representatives and others who will be participating in this mediation.

ZOOM: The meeting will be scheduled 30 minutes early so you may visit with your clients before the mediation starts if needed. The mediator will not be in the room until the start time. To avoid audio disruption, only one device within a zoom can have audio turned on. Please mute multiple devices within the same room and use a quiet room with a good internet signal. Please remember to speak one at a time. Cross talk can cause audio distortion and/or cancellation. Recording of the mediation sessions directly through Zoom or recording of the mediation session in any manner is PROHIBITED. If you have not used Zoom on your device, visit **zoom.us/test** to test audio and video connections to ensure a good connection can be made. Desktops with audio and video capability, laptops, iPads and cell phones

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are all compatible with Zoom. If you find that you have any issues connecting through the Zoom platform, please contact me directly on my cell at 903-880-2939.

SPECIAL NEEDS: Whether Zoom or in person, please contact me in advance if you have additional special needs that need to be addressed in preparing for our mediation session.

I have included in this mediation packet Rules For Mediation and Suggestions from your Mediator which might be helpful for you and your client.

If you should have any questions, please feel free to contact me. I look forward to assisting you with an amicable resolution of this matter.

Respectfully,

Teresa Drum

RULES FOR MEDIATION

1. Definition of Mediation: Mediation is a process under which an impartial person, the Mediator, facilitates communication between the parties 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 the 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 Mediate: The parties consent to the appointment of TERESA DRUM, as 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 agreement.

4. Conditions precedent to serving as Mediator: The Mediator shall not serve as a Mediator in any dispute in which she has a 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.

5. Authority of Mediator: The Mediator does NOT have 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 in achieving settlement.

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 proceeding in good faith with the intention to settle, if at all possible.

7. Parties responsible for negotiating their own settlement: The parties understand that the Mediator will 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 the settlement will result from the Mediation process.

8. Authority of representatives: Party representatives MUST have authority to settle and all persons necessary to the decision to settle SHALL be present.

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, at any other convenient location agreeable to the Mediator and the parties or via ZOOM.

10. Identification of matters in dispute: Before the Mediation, the parties are invited to produce a pre-mediation possession statement and to produce all information and documents reasonably required for the Mediator to understand the issues and dispute.

11. Privacy: Mediation sessions are private. The parties and their representatives must attend Mediation sessions. Other persons may attend only with permission of all parties and with the consent of the Mediator.

12. Confidentiality: Confidential information disclosed to a Mediator by the parties or by witnesses in the course of Mediation shall not be divulged by the Mediator. In certain instances, applicable law may required disclosure of information revealed in the Mediation process. For example, Section 261.101 of the Texas Family Code may require a Mediator to disclose child abuse or neglect to the appropriate authorities. If confidential information is disclosed that is required to be reported, the Mediator will advise the parties that disclosure is required and will be made.

All records, reports or other documents received by a 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 an adversary proceeding or Judicial forum. **Any party who 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 arbitration, 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 with respect to a possible settlement of the dispute; (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 record of session: There shall be NO ELECTRONIC OR STENOGRAPHIC record of the Mediation process and no person shall tape record any portion of the Mediation session. No participant (including, but not limited to parties, attorneys, third parties attending mediation and collateral participants) in Mediation may record, by any means, any of the Mediation proceedings. Any violation of this restriction will result in the immediate cessation of the Mediation proceeding and a report will be provided to the referring Court of the violation.

14. No 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 on any person entering, attending or leaving the session.

15. Termination of Mediation: The Mediation shall be terminated: (a) by the execution of a Mediated Settlement Agreement (MSA) 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 or proper party in the judicial proceedings relating to the Mediation. Neither the Mediator nor any law firm 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 on before Mediation and shall be paid in advance of each Mediation session.

SUGGESTIONS FROM YOUR MEDIATOR

Preparing for your Mediation Session:

Once you've decided or been ordered to mediate, you have to get organized. You'll also want to gather and bring records. For Family Law that might be: pay stubs, self-employment, pension disbursements, and child support payments paid or received, etc. For Personal Injury that might be: health records, bills, loss earnings, insurance policies, police reports, etc. For Construction Law: contract, photos, etc. A copy of pleadings. Creating a rough draft early in the information-gathering process will ensure that your final version will be error-free, It also serves as a roadmap to cover during mediation.

Be patient:

Mediation involves change, Parties in a mediation typically start off with the belief that there is only one way to settle the case. Each side may or may not understand their own interests and those of the other party, and each may have unrealistic expectations. Each party may be unwilling to treat the other with any degree of respect. It takes time to address these issues and it takes time for people to open their minds to other options. It is important for parties in mediation to allow time for these changes to occur. Your patience will usually payoff with an agreement or at least a better understanding of the issues you may face at trial.

Some downtime may occur during mediation - that time when you and your attorney have run out of things to talk about and the mediator seems to be taking too much time in the other party's room. It is not uncommon for participants to bring along a book to read, or a game to play on their cell phones - just some diversion to help pass the time.

I look forward to assisting you in resolving your case. I promise to work hard to help you bring your matter to a successful conclusion during mediation.

Respectfully,

Teresa Drum