



MEDIATION AGREEMENT

The undersigned Parties are involved in a dispute which they wish to submit to mediation under Chapter 154 of the Texas Civil Practice and Remedies Code. The Parties agree to appoint Jennifer A. Lloyd (“Mediator”) of Miller Lloyd P.C. d/b/a LloydADR as Mediator to mediate their dispute.

Mediation: Mediation is a voluntary, structured problem-solving process in which a neutral, impartial third person, the Mediator, assist the parties to a dispute in negotiating a voluntary agreement resolving the dispute. The Mediator facilitates the negotiations, but does not impose her views of what the agreement should be. Counsel for the Parties may request the Mediator’s evaluation of the legal merits of the Parties’ positions, which is not binding on the Parties.

No Guarantee: The Mediator hopes that the dispute can be resolved. However, because the mediation itself and any agreement resolving the dispute will be the voluntary acts of all the Parties, the Mediator cannot and do not guarantee that the dispute will be resolved.

Good faith: While participating in mediation, each party agrees to make a good faith attempt to reach a reasonable resolution of this dispute through mediation, to cooperate with the Mediator and the other Parties, to allow the other Parties to present their positions without unnecessary interruptions or objections, and to be open in its efforts to resolve the dispute. The Mediator assigned to this case agrees to pursue the mediation diligently.

Attendance: The Parties are expected to attend a mediation session on [Date, Time]. The Parties will be expected to appear in person or virtually, or to be represented by persons who either have the authority to make decisions and commitments themselves, or are able and willing to obtain such authority in particular instances from their principals as quickly as circumstances permit. The Mediator may meet with the Parties either jointly or separately.

Fee: Mediator will charge \$1500 (split evenly) for a half day (up for four hours) of mediator time to mediate this dispute, and \$3000 (split evenly) for a full day (up to eight hours) of mediator time. If the mediation exceeds these time limits, the Mediator will charge \$400 an hour split evenly between the Parties.

Confidentiality: The Mediator will treat all information provided during separate and/or private mediation sessions as confidential. No information obtained during such sessions will be given to any outside person or entity without the concurrence of all affected Parties, unless that information must be reported by law. If a Party providing information at any time to the Mediator so requests, the Mediator will not give that information to any other party to the mediation.

Subpoena of Mediator: The Parties agree that they will not call as a witness any Mediator or any employee or agent of Mediator to testify as a witness, consultant or expert in any pending or future judicial or administrative action relating to the subject matter of the mediation, including any action between persons not Parties to the mediation. No Party may seek to offer or introduce into evidence, for any purpose, anyone’s statement or conduct during mediation in any such action. The Parties further agree that they will not subpoena any notes or other records of Mediator or Mediator’s employees or agents, in any such action. However, evidence that is otherwise admissible or discoverable will not be rendered inadmissible or nondiscoverable as a result of its use in the mediation. If a Party breaches this Section, that Party will be liable for and indemnify the Mediator for all expenses that may be incurred as a result



of that breach.

Legal Counsel: The Parties are strongly encouraged to consult with their legal counsel throughout the mediation process in order to ascertain the legal parameters of the dispute and their interests, to obtain review of any proposed agreements, and to obtain any other legal advice deemed necessary or desirable. The Mediator does not have any duty to provide legal representation or legal advice of any kind to any Party. The Mediator is also an attorney. However, she will function as a mediator only, and no attorney-client relationship will arise between any Party and the Mediator or Miller Lloyd P.C.

Voluntary Participation and Withdrawal: Mediation is a voluntary process, and any Party in mediation may withdraw at any time. If the Parties are unable to reach an agreement as to any or all issues, the Parties and the Mediator will discuss other options for resolution of such issues. These options may include, but are not limited to, separate sessions with the Mediator, referral of particular issues to other professionals, or suspension or termination of the mediation.

This agreement is governed by the laws of the State of Texas.

This agreement has been signed by the Parties and their counsel, and the Mediator, as of _____, 20__.

Plaintiff

Plaintiff's counsel

Defendant

Defendant's counsel

Jennifer A. Lloyd, Mediator