



## **MEDIATION GUIDELINES**

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 disputes, but may not impose his own judgment on the issues for that of the parties. The mediator will not render legal advice.
2. **Agreement of the Parties:** Whenever the parties have agreed to mediation they shall be deemed to have made these guidelines, 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 Mediator:** The parties consent to the appointment of Gregory D. Hoffmann as mediator in their case. The Mediator shall act as an advocate for resolution and shall use his best efforts to assist the parties in reaching a mutually acceptable settlement.
4. **Conditions Precedent to Serving as Mediator:** The Mediator will only serve in cases in which the parties are represented by attorneys. The Mediator will not serve as a mediator in any dispute in which he has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the Mediator will disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. In the event that the parties disagree as to whether the Mediator will serve, the Mediator will not serve.
5. **Authority of the 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 with the parties and to offer suggestions to assist the parties achieve 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 proceedings 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 settlement will result from the mediation process.
8. Authority of Representatives: Party Representatives should have authority to settle and all persons necessary to the decision to settle should be present. The names and addresses of such persons shall be communicated in writing to the Mediator prior to the Mediation.
9. Time and Place of Mediation: The Mediator will fix the time of each mediation session. The mediation shall be at the office of the Mediator or at such other convenient location agreeable to the Mediator and the parties.
10. Identification of Matters in Dispute: Prior to the first scheduled mediation session, each party shall provide the Mediator with a confidential memo in the form requested by the Mediator setting forth its position with regard to the issues that need to be resolved.
11. Privacy: Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator. Other persons who attend shall sign a roster indicating their agreement to abide by these guidelines.
12. Confidentiality: Confidential information that is disclosed to a 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 will not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties and others attending shall maintain the confidentiality of the mediation and shall not relay on, or introduce as evidence in any arbitral, 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 in the course of the mediation proceedings;

- c. Proposals made or views expressed by the mediator, or,
  - d. The fact that another party had not indicated willingness to accept a proposal for settlement made by the Mediator.
13. No Stenographic Record: There will be no stenographic record made of the mediation process.
  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 upon any person at or near the site of any mediation session upon any person entering, attending, or leaving the session.
  15. Termination of Mediation: The mediation shall be terminated (i) by the execution of a settlement agreement by the parties; or, (ii) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile and that the parties have reached an impasse.
  16. Exclusion of Liability: The Mediator is not a necessary or proper party in judicial proceedings relating to the mediation. Neither the Mediator nor any firm employing the Mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these guidelines.
  17. Interpretation and Application of Guidelines: The Mediator will reasonably interpret and apply these guidelines.
  18. Fees and Expenses: The Mediator's fee shall be agreed upon prior to mediation and shall be paid on completion of each mediation day by each Party to the mediation. All other expenses of the mediation, including fees and expenses of the Mediator, shall be borne equally by the parties unless they agree otherwise.
  19. Roster: At the mediation, each participant will be asked to sign a roster indicating that he/she has read these guidelines and agrees to abide by them.