

CANADA LEWIS MEDIATION RULES AND AGREEMENT FOR MEDIATION

By scheduling and/or participating in the Mediation, each of the Parties and their respective attorney(s) hereby acknowledge and agree to be bound by the following terms, rules, and conditions set forth below. The Parties and their attorneys shall be deemed further to have consented and agreed to Laura Canada Lewis serving as Mediator in this case and/or dispute:

1. The Mediator is a neutral facilitator who will work with both sides in an attempt to resolve the dispute.
2. The Mediator is **not** and shall not be considered (i) legal counsel for any Party; (ii) as acting as an advocate for any Party; nor (iii) as providing legal advice in any respect to any Party.
3. Unless alternative arrangements are made by the Parties, the Mediation will be held at the law offices of Canada Lewis & Associates, PLLC located at 5550 Granite Parkway, Suite 250, Plano, Texas 75024.
4. The Mediator and her partners litigate contract, franchise, and construction disputes. Although partners of Canada Lewis & Associates, PLLC may have been involved in disputes representing parties adverse to the interests of both of the Parties in this matter, neither the Mediator nor her partners know of any matter that would create bias or interfere with Laura Canada Lewis serving as a neutral mediator in this case. By continuing with the scheduled Mediation, both Parties and their attorneys agree that they know of no such bias or conflict and agree that Laura Canada Lewis may serve in the capacity of a neutral arbitrator for each of the Parties.
5. The Mediator may conduct joint and/or separate meetings with the Parties and/or their respective attorneys, and may offer information or suggestions to assist in achieving resolution. The Parties are hereby advised, and do hereby understand and agree, however, that the Parties and their respective legal counsel are solely responsible for settlement terms and any settlement agreement they choose to accept. Each party is responsible, for making (or obtaining) an independent review by their respective legal counsel of any proposed settlement agreement. The Mediator will encourage settlement, but will not compel or coerce any Party to enter into any settlement agreement, which must be the voluntary act of each Party based on the legal advice of their respective legal counsel.
6. Each Party shall have a representative at the Mediation with the authority to fully and finally resolve the dispute, enter into a settlement, and execute an agreement at the Mediation. The Parties are not asked to commit to settlement in advance, but each of the

Parties hereby agrees to participate in the Mediation in good faith and in an effort to reach a settlement.

7. The Parties understand and agree that unless authorized by the disclosing party, all communications relating to the subject matter of the dispute made in (or during the course of) the Mediation are confidential, are not subject to disclosure outside of the Mediation, and may not be used as evidence against the participant in any judicial or administrative proceeding.
8. The Parties acknowledge and agree that the Mediator shall not be subject to process, subpoena, or otherwise required to disclose information relating to or arising out of the matter in dispute, including the Mediation and/or the settlement of same. Any Party who violates this agreement shall pay all fees, costs, expenses, including by not limited to attorneys' fees, incurred by the Mediator in opposing all efforts to subpoena or compel testimony or records from the Mediator.
9. The Parties understand and agree that there shall be no stenographic record or other recording of any communications during the mediation process, and that no subpoena, summons, citation, writ or other process may be served on any Mediation participant entering, attending or leaving the Mediation session. If the Mediation is held by Zoom, no recording or AI notes taking device shall be permitted.
10. Fee. The Mediator's fee for a one-half day (4 hours) mediation session is \$1200.00 per party, or a full-day (8 hours) mediation session is per the mediation fees list per party. **Such fee shall be paid to the Mediator seven days prior to commencement of the Mediation.** If payment is by means other than a law firm check, prior to the Mediation, please contact Morgan Lewis (MLewis@canadalewis.com) for other means of payment. The Mediator may charge her a rate of \$650/hour (\$325 per party) for Mediations that continue beyond the allocated time.
11. Cancellation/Reschedule. In the event it becomes necessary to cancel or reschedule the Mediation, there will be no charge provided that notice of cancellation or a request for rescheduling is provided two (2) business days in advance of the scheduled Mediation date. A cancellation/rescheduling fee of \$500.00 shall be paid by the cancelling or rescheduling Party to the Mediator if advance notice is not provided to the Mediator as required here. Any refund due will be reduced by 4% to cover expenses and credit card fees.

Party One/Plaintiff

Name: _____

Signature: _____

Date: _____

Attorney: _____

Party Two/Defendant

Name: _____

Signature: _____

Date: _____

Attorney: _____