

CAUSE NO. 210-224-5079

I. M. PLAINTIFF)	IN THE DISTRICT COURT
)	
Plaintiff,)	
)	
v.)	789TH JUDICIAL DISTRICT
)	
U. R. DEFENDANT,)	
)	
Defendant.)	BEXAR COUNTY, TEXAS

AGREEMENT FOR MEDIATION

This case has been referred to mediation pursuant to the agreement of the parties and/or an Order of the Court, and William H. Lemons has been designated as the mediator.

All parties **AGREE**:

1. The mediation shall be governed by and conducted in accordance with this Agreement, the Procedures governing Alternative Dispute Resolution of the above Judicial District (and any applicable Local Rules), any specific Order concerning or directing mediation that the Court has entered and attached “Rules for Mediation.”

2. All mediation sessions shall be private, confidential and privileged from discovery. The mediator shall not be required to disclose any information revealed to him, unless authorized by the parties or as otherwise required by law. Each participant agrees not to make any effort to compel any testimony whatsoever of the mediator regarding any communications, written or oral, made in connection with the mediation. Likewise, each participant, party and its counsel agrees not to make any effort to compel the mediator to produce any information or documents provided to him by any party to the mediation. The participants, parties and counsel specifically agree that the confidentiality of the mediation is

also a privilege of the mediator, and covenant and agree that they cannot and shall not waive or attempt to waive this confidentiality privilege at any time.

3. The parties acknowledge that the mediator shall be serving as a neutral intermediary only and will not act as an attorney or advocate for any party.

4. Each participant is advised that if an agreement is reached as a result of this mediation and the mediator assists in the preparation of a written settlement agreement, each participant should have the settlement agreement independently reviewed by their own counsel before executing it.

5. The mediator is expressly permitted to meet privately with any of the parties and have such *ex parte* communications with any of the parties before, during or after the mediation as the mediator determines is necessary, helpful and appropriate.

6. The mediator has the discretion to terminate the mediation at any time if he believes that an impasse has been reached, or that the mediation should not be continued for any other reason. The mediator is specifically authorized to advise the Court whether the parties appeared as ordered, and whether the case settled or not or whether the mediation was recessed or was reset, and otherwise to report to the Court and/or the Clerk such information as may be otherwise requested by form or Order.

7. By their signatures below, counsel representing parties in this mediation acknowledge and agree that at all times in this mediation, they remain officers of the court in the same manner as if appearing in court. They acknowledge and agree that they are subject to the *Texas Disciplinary Rules for Lawyers* and any local rules or orders of the court regarding the mediation of pending cases. They aspire during this mediation to follow *The*

Texas Lawyer's Creed – A Mandate for Professionalism. Each further specifically agrees to cooperate with the court and the mediator in the initiation and conduct of the mediation.

8. Each participant, party and its counsel agrees it or they will never rely upon or introduce (or attempt to introduce) into evidence, in any arbitral, judicial or other proceeding, any view(s) expressed or admission(s) made by a party or other participant in the course of the mediation proceedings, or any proposals made or view(s) expressed by the mediator in connection with the mediation.

9. In the event any party to or participant in this Agreement makes any effort to involve the mediator in litigation relating to this mediation, or attempts to compel his testimony, or attempts to have him divulge any information or produce any documents relating to the mediation, such party and/or participant agrees i) to pay all fees and expenses of the mediator in resisting such efforts, including reasonable attorney's fees and ii) to compensate the mediator for all time expended/lost, at his applicable daily/hourly rate.

AGREED this 29th day of February, 2010.

I. M. DEFENDANT

By: _____
RARELY WRONG

Title: President

U. R. NOW, PLAINTIFF

I. WILL CHEATUM, ESQ.
COUNSEL FOR THE DEFENDANT

WEIGHT N. SETTLE, ESQ.
COUNSEL TO THE PLAINTIFF