

JAMES A. BAKER, PhD.
MEDIATOR



JAMES A BAKER MEDIATION LLC
3207 Mercer Street, Houston, TX 77027
Office: 713-626-8633
Cell: 832-651-5786

Rules for Family Law Mediation

1. *Definition of Mediation.* Mediation is a process in which an impartial person, James A. Baker, facilitates communication between the parties to promote reconciliation, settlement, or understanding among them. Dr. Baker 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 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 Mediator.* The parties consent to the appointment of James A. Baker named as mediator in their case. Dr. Baker 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.* Dr. Baker will serve only in cases in which the parties are represented by attorneys. Dr. Baker shall not serve as a mediator in any dispute in which he has any financial or personal interest in the result of the mediation. Before accepting an appointment, Dr. Baker shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. If the parties disagree about whether Dr. Baker shall serve, Dr. Baker shall not serve.

5. *Authority of Mediator.* Dr. Baker 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. Dr. Baker is authorized to conduct joint and separate meetings with the parties and to offer suggestions to help the parties achieve settlement. If necessary, Dr. Baker may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining the advice. Arrangements for obtaining such advice shall be made by Dr. Baker or by the parties, as Dr. Baker shall determine.

6. *Commitment to Participate in Good Faith.* While no one is asked to commit to settle the 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 Dr. Baker will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. Dr. Baker, as an advocate for

settlement, will use every effort to facilitate the negotiations of the parties. Dr. Baker does not warrant or represent that settlement will result from the mediation process.

8. *Authority to Settle.* **PARTIES MUST HAVE AUTHORITY TO SETTLE, AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT.**

9. *Time and Place of Mediation.* Dr. Baker shall fix the time of each mediation session. The mediation shall be held at the office of Dr. Baker located at Greenway Mediation Center, 3207 Mercer, Houston, Texas 77027 or at any other convenient location agreeable to Dr. Baker and the parties, as Dr. Baker shall determine.

10. *Identification of Matters in Dispute.* Before the first scheduled mediation session, each party shall provide Dr. Baker with a completed and signed information sheet and consent to mediation on the form furnished by Dr. Baker, setting forth the party's position with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for Dr. Baker to understand the issues and dispute. Dr. Baker may require any party to supplement the information.

11. *Privacy.* Mediation sessions are private. The parties and their attorneys must attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of Dr. Baker.

12. *Confidentiality.* Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by Dr. Baker. In certain instances, applicable law may require 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, Dr. Baker 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. Dr. Baker shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. *Any party who violates this agreement shall pay all fees and expenses of Dr. Baker and other parties, including reasonable attorney's fees, incurred in opposing the efforts to compel testimony or records from Dr. Baker.*

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 in the course of the mediation proceedings; (c) proposals made or views expressed by Dr. Baker; or (d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by Dr. Baker.

13. *No Record of Session.* There shall be no electronic or stenographic record of any session.

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 settlement agreement by the parties; (b) by declaration of Dr. Baker 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.* Dr. Baker is not a necessary or proper party in judicial proceedings relating to the mediation. Neither Dr. Baker nor James A. Baker Mediation, LLC employing Dr. Baker 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.* Dr. Baker shall interpret and apply these rules.

18. *Fees and Expenses.* Dr. Baker's daily fee of \$1350.00 per party for the full day) shall be agreed on before mediation and shall be paid in advance of each mediation day. The expenses of witnesses for either side shall be paid by the party producing the witnesses. All other expenses of the mediation, including fees and expenses of Dr. Baker and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of Dr. Baker, shall be borne equally by the parties unless they agree otherwise.