

lestesandassociates.com L. Estes & Associates LLC 2017-2023
Rules-Important notes and Service Agreement for Professional Services:

L. Estes & Associates Rules and Important notes Professional Services Agreement: Interpretation and application of Rules and Important Notes for Professional Services. L. Estes & Associates(1998-2023), L. Estes & Associates LLC and/or the Mediator shall interpret and apply these Rules. Additional Provisions Repeated for Emphasis and clearly written to prevent ambiguity. For the application of these rules, “L. Estes & Associates” , and “L. Estes & Associates LLC” , and “lestesandassociates.com”, and “lestesandassociates.net”, and “ lestesandassociates.us”, and the “Mediator” are used interchangeably.

Agreement of the parties: Whenever the parties have agreed to mediation and/or additional services by L. Estes & Associates (1998- 2023) or L. Estes & Associates LLC (2017-2023), 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 the agreement to mediate. Any agreement to mediate and or to any other service by L. Estes and Associates, mediators, and including Pro Bono Services by L. Estes & Associates LLC Mediators includes all of these provisions and is agreed to by all parties.

L. Estes & Associates mediators WILL NOT provide legal advice.

Definition of Mediation: Mediation is a process by which an impartial person, the Mediator, facilitates communications between parties to a dispute to promote reconciliation, settlement, or understanding among them. The Mediator may suggest ways of resolving the dispute, but may not impose his/ her own judgement on the issues for that of the parties.

L. Estes & Associates mediators do not decide how to resolve the dispute. Alternative Dispute Resolution (ADR) Resolutions reached will be by voluntary agreement of the parties.

Commitment to participate in good faith. All parties should commit to participate in the proceedings with the intention to settle if at all possible.

Consent to Mediator. The parties consent to the appointment of the individual named Mediator in their case. The Mediator shall act as an advocate supporter for resolution and shall use their best efforts to assist the parties in reaching a mutually acceptable settlement.

Conditions Precedent to serving as Mediator. The Mediator will only serve in cases in which attorneys represent the parties. The Mediator shall not serve as a mediator in any dispute in which he/she has any financial or personal interest in the result of the mediation. Prior to accepting the appointment, the Mediator shall disclose any circumstance likely to create a presumption of bias or that would prevent a prompt meeting with the parties. In the event that the parties disagree as to whether the Mediator shall serve, then the Mediator shall not serve.

Authority of 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 of 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. If necessary, that Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties as the Mediator shall determine.

Commitment to participate in Good Faith. While no one is asked to commit to settle their case in advance of mediation, all parties should commit to participate in the proceedings with the intention to settle if at all possible.

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 supporter for settlement, will use every effort to facilitate the negotiations for the parties. The Mediator does not warrant or represent that settlement will result from the mediation process.

Authority of Representation. PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS AND PARTIES NECESSARY TO THE SETTLEMENT DECISION SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing and on all requested paperwork to all parties and to the Mediator.

Time and Place of Mediation. L. Estes & Associates LLC and or the Mediator shall fix the time and place of each mediation session. The mediation shall be held either over the phone, through videoconferencing, or in person, or at any location agreeable to the parties, as the Mediator shall determine.

Identification of Matters in Dispute. Prior to the first scheduled mediation session, each party to a mediation shall provide to the Mediator with an informational sheet, and all additional requested forms provided by the mediator.

These forms will include the intake questionnaire and additional requests for information as needed to resolve the case, as deemed necessary by L. Estes & Associates LLC or the Mediator. Each party to the case or mediation session sets forth their position and interest with regard to the issues that need to be resolved. Information needs to be received no later than two weeks, (14 business days, not including holidays), in advance of the first mediation session.

The parties will be expected to produce all information reasonably required for the Mediator to understand the issues presented. The Mediator may require any party to supplement such information. Additional costs related to the access of the information supplied by the parties to mediation are the sole responsibility of the parties.

Case Summary and Key Supporting Documents. Each party and or or their attorneys representing them in the dispute will prepare a short Case Summary and provide key supporting documents to the mediator 2 to 4 weeks in advance of the mediation appointment. The Case Summary is to be between a 12 point to 14 point font size, double spaced and not to exceed 10 pages typed. The format must be .docx, .doc, .odt, or any standard format widely accepted by the courts.

Being Prepared and meeting the requirements. If the required forms and the key supporting documents are not received by our office on time, the fees will be held in escrow and the mediation session will be rescheduled. You have *1 month (30 days) to reschedule or 50% of all fees received for appointments and services will be forfeited.

***Professional courtesy:Extenuating Circumstances.**If there are extenuating circumstances, please call our office as soon as possible so that we can reschedule appointments within 2 months without penalty. Be prepared to show documentation.

Privacy. Mediation Sessions and other professional services by L. Estes & Associates LLC are private. Only the parties and their representatives may attend the session. Other persons and their attorney representatives may attend the session. Other persons may attend only with the permission of the parties and their attorneys AND WITH CONSENT OF THE MEDIATOR.

Confidentiality. The Mediator shall not divulge confidential information disclosed to a Mediator by the parties of the witnesses in the course of Mediation. All records, reports, or other documents received by a mediator while serving in that capacity shall be Confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the Mediation in any proceeding or judicial forum.

Any party that violates this agreement and or who violates any part of the **L. Estes & Associates LLC 2017-2023 Rules and Important notes for Professional Services** shall pay all fees and expenses of L. Estes & Associates, L. Estes & Associates LLC, and the Mediator, including reasonable attorney's fees incurred in efforts to compel testimony or records or theft of records including unauthorized stenographic records, transcripts, video or audio recordings of the Mediator.

The parties shall maintain the confidentiality of the Mediation and shall not rely on or introduce as evidence in any arbitral, judicial, or other proceeding: 1) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; 2) admissions made by another party in the course of the mediation proceedings; 3) proposals made of views expressed by the Mediator; or 4) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by the Mediator.

No Stenographic (Shorthand) or Dictation or transcripts or Video or Audio Record. There shall be no stenographic record or theft of records including unauthorized transmissions of any portion of the meetings or other services by L. Estes & Associates or their Mediators, to include but not limited to transcripts, video or audio recordings of the Mediator. Transmissions of CONFIDENTIAL MEETINGS are prohibited. Mediation sessions are CONFIDENTIAL.

Confidentiality. Everything during ADR processes, Conflict Coaching, and in Mediation sessions is to be CONFIDENTIAL. **The only exclusion to confidentiality** is if you are threatening harm to yourself or others, **L. Estes & Associates LLC** and or the Mediator is required by law to report that.

No Service of Process at or near the Mediation Session. No subpoenas, summons, complaints, citations, writs, or other processes may be served upon any person at or near the site of the mediation session, or upon any person entering, attending, or leaving the mediation session.

Termination of Mediation. The mediation shall be terminated: 1) by an execution of a settlement agreement by the parties, either by a hand written Memorandum of Understanding or by a Mediated Settlement Agreement (MSA); or 2) by declaration of the Mediator to the effect that further efforts at mediation are no longer worth while ;or 3) 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.

L. Estes & Associates mediators use the mediation session to assist the parties in identifying mutually-acceptable solutions to resolve the dispute.

L. Estes & Associates mediations will include attorney representation by all parties.

Consent to Mediator. The parties consent to the appointment of the individual named Mediator in their case. The Mediator shall act as an advocate for resolution and shall use their best efforts to assist the parties in reaching a mutually acceptable settlement.

There will not be name calling, shouting, or unprofessional behavior during the mediation process. There will be time and opportunity to have your side heard.

Everyone involved in the dispute must agree to participate. To mediate effectively, the mediation must include everyone necessary to make decisions about resolving the dispute.

4 Steps to scheduling a mediation with L. Estes & Associates LLC mediators:

1. The first step to scheduling a mediation session, conflict coaching, or other services with

L. Estes & Associates LLC mediators is to **set up an intake session or fill out the Intake forms.**

Send the Intake forms and supporting documentation to:

Lestesandassociates@protonmail.com

Any conflict of interest between opposing parties should be clearly stated on the forms. Once the forms are processed, usually 5 to 10 business days, then there will be a Consultation scheduled for each opposing party to the dispute.

2. The **second step** to scheduling a mediation session, conflict coaching, or other services with

L. Estes & Associates LLC mediators is to **pay all service fees** 14 days in advance of the “Confirmation of Scheduled Mediation Service”, not including holidays. Each opposing party is responsible for 50% of fees, payable by: business check, bank issued cashiers check, or cash.

Your “Confirmation of Scheduled Mediation Service” email will have the day and time and will be sent to all parties who will be present at the Mediation.

Funds will be held in escrow until the time of service.

3. The **third step** to scheduling a mediation session, conflict coaching, or other services with

L. Estes & Associates LLC is to **sign and return all required forms** listed in your email.

4. The **fourth step** to scheduling a mediation session, conflict coaching, or other services with

L. Estes & Associates LLC mediators is to **attend the consultation***. **Provided that all or both parties involved in the dispute agree in writing to try mediation, then the:** Court, Case Coordinator or Mediator will set up a consultation and then a mediation session.

*Consultations will either be by phone, in person, or using videoconferencing such as Google Meet or Zoom.

L. Estes & Associates LLC offers parties the option of mediating either by phone, in-person or using videoconferencing (Zoom).

Pro Bono Cases. Pro Bono cases are considered based on Income and/ or Referral from local community charity organizations.

To qualify, contact the **L. Estes & Associates LLC Pro Bono Intake Coordinator** and fill out the **Intake Form** and send required documentation in PDF format to:

lestesandassociates.probono@protonmail.com

Memorandum of Understanding. Upon the conclusion of the mediation session, a **Memorandum of Understanding** will be issued to both opposing parties. The **Memorandum of Understanding** will be hand written and will be signed in the presence of witnesses and by both opposing parties and their attorneys immediately after the mediation session on the day of the mediation and will be issued to each party present to the mediation and their attorneys via email or hard copy. The Memorandum of

Understanding and the MSA Mediated Settlement Agreements are legally binding. This is included as part of your service and covered in the mediation session fees.

The decision to have the plaintiff attorney(or party one) **draft the MSA using the Memorandum of Understanding** with the help of opposing counsel (or party two) will be made at the time of booking the mediation session and this will be noted in the required forms list by each attorney representative. This might save all parties some time at the end of a long session.

Drafting the MSA. If neither attorney that is a party to the mediation agrees to or is agreed upon in writing to **L. Estes & Associates LLC** to draft the formal MSA agreement **during the time of booking the mediation appointment**, then an impartial attorney will be hired to draft the Final MSA.

The up front fee for this service is \$300.00. Each party pays 50% of drafting fees for this service and fees are paid to L. Estes & Associates LLC at the time of the request and booking of mediation services. Once the mediation fees and drafting fees have been paid in advance, the mediation will be placed on the schedule for L. Estes & Associates LLC. Notice of the booking will be sent by email and the booking will be confirmed by email with digital signatures of acknowledgement and a subsequent phone call to confirm the appointment.

*In certain situations, the receipt and confirmation will also be amended with a USPS Certified Letter or USPS Registered Letter, depending on the Level of Confidentiality.

The (MSA) Mediated Settlement Agreement can be immediately drafted upon the conclusion of the session and sent to both parties in pdf format and via email or electronic document delivery agreed to by both and or all parties directly present in the mediation session. Additional fees will be assessed and paid for at the time of service if the document goes beyond the ten pages. Each page additional of the MSA will be based on a flat fee of \$25 per page or for longer MSA agreements or at a billable rate of \$400 per hour.

Dispute of facts and or interpretation of documents. In the event of dispute of facts and or interpretation in any written work by an attorney drafter of the MSA Mediated Settlement Agreement, the original Memorandum of Agreement shall be interpreted in addition to the (MSA)Mediated Settlement Agreement. The final interpretaion will be at the pleasure of a court of law and the judge presiding over the case. All other issues of possible dispute of the legal interpretations of both documents will be handled in a court of law and or by arbitration by agreement of the parties.

Records. While the mediator will take take notes during the mediation session, conflict coaching, or other services, it is for the purpose of organizing information only.

NO court, attorney, or party involved in any: mediation session, conflict coaching session, private discussion, professional consultation, or other services will contact **L. Estes & Associates LLC** or the mediator to testify or give records of any kind later at any time. All sessions, meetings and material involved are CONFIDENTIAL. All records will be destroyed at the conclusion of services for the

protection of all parties involved. No copies or records including video will be used to call the mediator into court to testify or be used in any lawsuit.

Agreements. The mediator will be held harmless against any and all personal and professional liabilities of the voluntary agreements made by the parties and their attorneys to the mediation, conflict coaching, and or other professional services. Agreement to use services of L. Estes & Associates and L. Estes & Associates LLC, removes all personal and professional liability and gives the following rights and provisions to further disposition of disagreements by the parties as outlined here.

In the event of disagreement by both parties to this document and utilizing services of either **L. Estes & Associates** and or **L. Estes & Associates LLC**, and or the Mediator, then the decision to mediate the disagreement by mandatory mediation will be exclusively made and chosen by **L. Estes & Associates LLC** choosing the mediation service and or mediator to resolve the issues. The agreements created during these mandatory mediation sessions to resolve any issues will be voluntary. Agreements made from this voluntary process will be legally binding.

If there is still disagreement or issues by the parties concerning the conclusion of the mandatory mediation session to conclude disagreements, then mandatory arbitration proceedings will commence to conclude any and all issues of service.

The arbitration service and or arbitor will be chosen exclusively by **L. Estes & Associates**.

The decision of the arbitration service will be final and legally binding.

No other court can conclude the matter or intervene and the issues and disagreements will be concluded.

Alternative Dispute Resolution procedures must be consistent with [Tex. Gov't Code, Ch. 2009](#) (Governmental Dispute Resolution Act); [Ch. 154, Tex. Civil Practices and Remedies Code](#); and or [Tex. Gov't Code, Ch. 2001](#) (Administrative Procedures Act).

Documents requested that are intentionally withheld by either opposing party could jeopardize the validity of the **Memorandum of Agreement or the MSA made in good faith**.

The Mediator can request missing documents as needed to continue the process of mediation by both parties in good faith.

If you or your attorney has inadvertently made the mistake of leaving out or withholding required documents, please notify L. Estes & Associates LLC or the Mediator as soon as possible so that proper amount of time can be attributed to analyzing and reading the case materials and the Mediation can be rescheduled. There will be no penalty fees associated with the first occurrence of unintentional records withheld.

Any documents withheld from formal requests that are discovered later could be traced by a Forensic Accounting Firm or other investigative agency. Services of the Forensic Accounting Firm and other investigative agencies are costly and are ususally billed 50% to each opposing party or 100% to one party at the discretion of the judge presiding the case. These costly and time consuming processes may result in longer wait times such as an additional year, for your case to reach final conclusion.

Forms, Agreements, and Requested Documents.

All forms must be signed and returned by both parties and their attorneys to make appointments for the initial consultation meeting and the booking of a mediation session or any professional service.

You will be notified by email which forms are necessary for you and your party and or company depending on your service. Sign and return all forms requested in a timely manner to have your session scheduled.

Sign and return all forms requested within the time frame as requested, usually 3 weeks in advance, to have your session scheduled. You will be notified by email which forms are necessary for you and your party and or company depending on your service. This is not a comprehensive list of all forms. Other forms may be required and will be requested as needed.

The list of Forms, Required Documents, and Agreements are:

L. Estes & Associates LLC - Intake forms

L. Estes & Associates LLC 2017-2023 Rules and Important notes for Professional Services:

Agreed Order of Referral for Mediation

Notice of Mediation

Agreement to Mediate

Confidential Attorney's Mediation Information Sheet

Case Summary Request & Specifications

Consent to Mediation

Contract of Confidentiality

Professional Services & Fee Schedule

Acknowledgement of Mediator Advice

Attorney's Agreement Regarding Representation by Counsel

Memorandum of Agreement

Mediation Evaluation Form

Additional Optional Documents that might be requested:

Affidavit of Fact; Must be signed with two witnesses and notarized

Financial Statements & Records

Financial Wealth Statements

Bank Statements

401k and Investments and Portfolio Estimates

Trusts, Real Estate Trusts, Oil and Gas Royalties, Testamentary Trusts, ect.

Trusts documents, Oil and gas royalties, Real Estate Trusts, Testamentary Trusts, ect.

Important Provisions Repeated for Emphasis and clearly written to prevent ambiguity

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reasonable attorney's fees incurred in efforts to compel testimony or records or theft of records including unauthorized stenographic records, transcripts, video or audio recordings of the Mediator.

L. Estes & Associates 2017-2023 ALL RIGHTS RESERVED