

WILLIAMS & WILLIAMS MEDIATION

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In Pro Persona Acknowledgment of Mediation Policies

By signature, I acknowledge that I have read, understand and agree to the terms set forth in the Mediation Confirming Letter and in this Acknowledgment of Mediation Policies Form. I understand that this document is admissible in any other proceeding, should enforcement be necessary. I specifically agree to the following:

- 1) **Payment of Mediator Fee:** I will pay a one-half share of the total amount of the mediator fee billed at the mediator's hourly rate upon the conclusion of the mediation. The check is to be made payable to "John R. Williams" or to "Elizabeth A. Williams." I will forward the check to the mediator's business addressed post-marked no later than 10 days from the date noted on the bill.
- 2) **Right to Obtain Legal Advice Prior to Mediation.** I understand that the mediator has no authority to decide our case and will **not** provide legal advice, nor evaluate the evidence for the purpose of taking sides or determining fault, liability, or responsibility. In advance of the mediation, I agree to seek the advice of an attorney or to educate myself about my legal rights and responsibilities, if any, before signing a written settlement agreement.
- 3) **Mediation is a voluntary process.** I understand that any participant may end the process at any time, prior to the signing of a written agreement.
- 4) **Right to return to Superior Court.** If no agreement is reached in mediation, I understand that we may return to court to have our case heard on the date scheduled by the court.
- 5) **Mediation is a confidential process.** Any statements made and any documents or materials created during the mediation are for the purposes of resolution and may not be used as evidence by the parties in a court of law. Documents that existed prior to mediation or information that is known or can be obtained outside of the mediation may be used in court even if they have been discussed in mediation.
 - a. I agree not to subpoena the mediator and/or his/her notes related to this mediation. **I understand that the mediator will not willingly testify on behalf of any party nor submit any type of report on the substance of this mediation.**
 - b. I understand that the **exceptions** to confidentiality may include **threats of immediate physical harm made by us during the mediation; admissions of criminal activity.**
 - c. When signed and approved by the parties/ authorized decision makers, the parties agree to perform the terms of the agreement in good faith and in accordance with CCP 664.6, as stated in the Memorandum of Full and Final Settlement Through Mediation. Failure to The mediator will not enforce the parties' agreements.

- 6) **Settlement Discussions Only.** I agree that I will **not** infer that participation in this process is an admission of guilt, liability or wrongdoing by any party. Any unaccepted proposals or settlement offers made during the mediation process shall remain confidential.

Dated: _____, 200_

 Print and Sign Name, IN PRO PERSONA