

Consent to Mediation

To: All Parties and Counsel of Record

From: Michael Kuhn, Mediator

Date: [.\\.\\.\\.\\.]

Re: [style & caption of case]

Gentlemen:

I am honored to serve as mediator in this voluntary alternative dispute resolution proceeding. Please acknowledge the following and your client's consent to mediation.

1. This is a voluntary mediation that will be conducted by Michael Kuhn ("Mediator") in Houston, Harris County, Texas, at the offices of [agreed location].
2. The mediation will begin at 10:00 a.m., on [date], continuing day-to-day, until the parties are excused by the Mediator.
3. The following parties, and their representatives and counsel, will attend all mediation proceedings in-person, unless the parties consent to an alternative and reasonable form of attendance, with mediator approval:

Plaintiff: [name & contact information]

Defendant: [name & contact information]

4. The mediation fee is \$1,500.00/side.
5. The mediation is subject to (a) the rules of mediation established by CPR International Institute for Conflict Prevention and Resolution (<http://www.cpradr.org/RulesCaseServices/CPRRules/MediationProcedure.aspx>); and, (b) the Texas Civil Practice and Remedies Code, Chapter 154.
6. After checking his firm's database, the Mediator found no conflicting engagements. Upon information and belief, neither the Mediator nor his firm has represented any party in this litigation. The parties and their counsel are requested to make a similar inquiry and to identify any potentially conflicting matters, engagements or representations.
7. The Mediator serves as a "neutral," and he does not serve as counsellor, attorney, advisor, representative or fiduciary to any party in the litigation. This engagement shall not serve as a basis to challenge or disqualify the Mediator's firm from representations or engagements in any other litigation.
8. All documents prepared or received by the Mediator will be destroyed at the conclusion of the mediation, and all communications are privileged and confidential as permitted by law. The

Mediator will not retain a file and will not preserve documents relating to the mediation or the litigation.

9. The Mediator will implement an information barrier or screen to preserve confidentiality of documents, disclosures and other communications. As such, he will not share or disclose any communication, document, disclosure or other material to any member of his firm.

Agreed as of [date];

Attorney for Plaintiff

Attorney for Defendant

