

CAUSE NO. 2022-68763

HOUSTON SECURED DEVELOPMENT § IN THE DISTRICT COURT OF  
PARTNERS LLC  
§  
§ HARRIS COUNTY, TEXAS  
§  
HSDP BAM LLC § 151st JUDICIAL DISTRICT

**ORDER OF REFERRAL FOR MEDIATION**

This case is appropriate for mediation pursuant to Tex. Civ. Prac. & Rem. Code Sec. 154.001, *et seq.* JONES, JOSEPH K is appointed Mediator in the above case, and all counsel are directed to contact Mediator to arrange the logistics of mediation. The Mediator's address and phone number are:

JONES, JOSEPH K (24076466)  
8190 BARKER CYPRESS RD, #1900-590  
CYPRESS, TX 77433  
8329300087

Mediation is a mandatory, non-binding settlement conference, conducted with the assistance of the Mediator. Mediation is private, confidential, and privileged from process and discovery. After mediation, the Court will be advised only that the case did or did not settle. The Mediator shall not be a witness, and the Mediator's records may not be subpoenaed or used as evidence.

Fees for the mediation are to be agreed upon by the parties and the Mediator, and divided and borne equally by the parties unless agreed otherwise. Fees shall be paid by the parties directly to the Mediator, and shall be taxed as costs. Each party and counsel will be bound by the Rules for Mediation printed on the back of this order.

Named parties shall be present during the entire mediation process, and each corporate party must be represented by a person with authority to negotiate a settlement. The mediation must be completed within 45 days from the date of this Order or before the trial setting, whichever comes first. Counsels and parties shall try to agree upon a mediation date within the next 15 days. If no agreed date can be scheduled, then the Mediator shall select a date, and all parties shall appear as directed by the Mediator.

Referral to mediation is not a substitute for trial and the case will be tried as assigned if not settled. Disputes as to fees may be submitted to the Court.

SIGNED this the October 24, 2024.



JUDGE, Mike Engelhart  
151st District Court

**Definition of Mediation.** Mediation is a process under which an impartial person, the mediator, facilitates communication between the parties to promote reconciliation, settlement or understanding among them. The mediator may suggest ways of resolving the dispute, but may not impose his or her own judgment on the issues for that of the parties.

**Conditions Precedent of Serving as Mediator.** The mediator will only serve in cases in which the parties are represented by attorneys. The mediator shall not serve as a mediator in any dispute in which he or she has any financial or personal interest in the result of the mediation. Prior to the hearing, the mediator shall disclose any circumstance likely to create a presumption of bias or to prevent a prompt meeting with the parties. In the event that the parties disagree as to whether the mediator shall serve, 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 by 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.

**Commitment to Participate in Good Faith.** While no one is asked to commit to settle their 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.

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

**Authority of Representatives.** PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSON NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator.

**Time and Place of Mediation.** Harris County Court Administrators and Dispute Resolution Centers will coordinate the time and place of session.

**Privacy.** Mediation sessions are private. The parties and their representatives may attend the mediation session. Other persons may attend only with the permission of the parties and with the consent of the mediator.

**Confidentiality.** Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. 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 adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the mediator and other parties, including reasonable attorneys' fees, incurred in opposing the efforts to compel testimony or records from 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: 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 the mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

**No Stenographic Record.** There shall be no stenographic record of the mediation process and no person shall tape record any portion of the mediation session.

**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 upon any person or near the site of mediation session upon any person entering, attending or leaving the session.

**Termination of Mediation.** The mediation shall be terminated: a) by execution of a settlement agreement by the parties; b) by declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or c), after the completion of one full mediation session, by written declaration of a party or parties to the effect that the mediation proceedings are terminated.

**Exclusion of Liability.** The mediator is not a necessary or proper party in judicial proceedings relating to the mediation.

**Interpretation and Application of Rules.** The mediator shall interpret and apply these rules.

**Fees and Expenses.** The Mediator's daily fee shall be agreed upon prior to 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 such witnesses. All other expenses of the mediation, including fees and expenses of the Mediator, shall be borne equally by the parties unless they agree otherwise.