

# REMOTE SMALL CLAIMS MEDIATION

Remote Small Claims mediation is being offered to selected cases upon written notice to the parties. If you have not received written notice of your mediation session, but would like to mediate your case, please contact Peninsula Conflict Resolution Center (PCRC) at (650) 345-7272.

## ACCESSING YOUR SESSION

Please check back close to your session date to confirm the Zoom credentials. These credentials may change. It is recommended that you join the session from a computer rather than a cell phone.

Join Zoom Session:

<https://sanmateocourt-org.zoom.us/j/82088643132>

You may call in to advise the host if you are having technical difficulties, or if you do not have access to a computer.

Phone Number: 669 900 6833

Meeting ID: 820 8864 3132

Roll call will be conducted at the beginning of each session. Please test your computer ahead of time, and plan your schedule so that you are able to join on time. Log on at least 5 minutes before the start time to work out any technical difficulties. Log on from a secure location and with a secure internet connection.

After you are admitted to the Zoom meeting, please go to the three dots in the right hand corner of your video to “rename” your account to your name so that the host will know who you are.

If you are not familiar with Zoom, please click [here](#) for basic Zoom information.

Please refer to the Remote Mediation Guidelines below in order to prepare for the mediation.

## INTERPRETERS

If you need an interpreter to participate in mediation, please request an interpreter in advance of your scheduled mediation by clicking [here](#).

- The Court will only supply an interpreter if one is available and the parties provide sufficient notice to the interpreter coordinator.
- Interpreter requests must be received a minimum of two days prior to the mediation for the following languages: Spanish, Cantonese, Mandarin, Tagalog, Portuguese, Arabic, Vietnamese, Russian, Korean, Tongan
- If any other language is desired, a minimum of seven days' notice is required.
- A timely request for an interpreter does not guarantee availability.

## WHY MEDIATE?

Mediation is your opportunity to shape the outcome of your case with the other party. Some of the benefits of mediation are:

- Mediation is a **voluntary, private, and confidential** meeting with trained neutral mediators in which you discuss ways to resolve your dispute by agreement.
- All **communications between the participants and mediators** are held privately and **may not be used in Court** or other non-criminal legal proceedings.

- Resolving your dispute by agreement **removes the stress and uncertainty** of a trial and **puts you in charge of the outcome** rather than leaving the decision to a Judge.
- Mediation is **no-risk**. If you cannot reach an agreement that works for you, then you may have your trial as if the mediation did not happen.

**If you reach an agreement**, we help write the terms on the Court's Voluntary Mediation Agreement form. If you do not reach an agreement, or if you do not try mediation, your trial date remains the same and you should appear for your hearing.

## **CONFIDENTIALITY**

Please note, the parties must agree to keep the mediation confidential in order to participate in mediation. Only named parties in the case are allowed in the mediation. We will discuss confidentiality with you at your session. You will be asked to confirm your consent to our Confidentiality Agreement. A copy of the Confidentiality Agreement is at the end of this document so that you can review it before your mediation session. Regardless of whether you sign the Confidentiality Agreement, communications made during and in the course of mediation are confidential by law pursuant to [Evidence Code section 1115-1128](#).

No one is permitted to record the mediation session. Unauthorized recording of court proceedings violates California Rule of Court 1.150 and is punishable by monetary sanctions or contempt proceedings against the offending party.

## **MEDIATION AGREEMENT**

The mediators will assist the parties in arriving at a mutually acceptable solution to their dispute and help the parties draft a mediation agreement. If you do reach an agreement with the other party, that document will become part of the court record (but not the public record), but everything else about your session remains confidential based on the section above. If you do not reach an agreement, the judicial officer will not receive any information about your session and you will have your trial on the hearing date.

## **OUR MEDIATORS**

Most mediators for small claims cases are volunteers who have special training in mediation and helping parties find solutions to their cases.

We are also working with the UC Hastings Mediation Clinic to provide increased mediation services to address the court closures due to the pandemic. Please click [here](#) to learn more about the Mediation Clinic, part of the Center for Negotiation and Dispute Resolution at U.C. Hastings School of Law.

# PREPARING FOR YOUR MEDIATION

## Before the Mediation Date

- Gather any materials you wish to refer to during the mediation. If you want to share documents with the mediator or other party, prepare electronic documents.
- Check that you are able to join Zoom, and that your camera works. On many computers, you should not need to download any software.
- Identify a location with privacy. You will not be able to have other people present at the mediation either visible to the camera or within hearing distance.

## Before the Session Begins

- Test audio and video** on your device. Ensure your computer or mobile device is fully charged and/or connected to a charging cable. Be sure to position your head and shoulders in the middle of the video frame.
- Silence other devices**, turn off notifications, and check your background.
- Secure your workspace from interruptions.** Inform any persons in the vicinity that you will be unavailable and in a private/confidential meeting during the time scheduled.
- Prepare all materials** you may need, including scratch paper for taking notes.

## What to Expect During the Mediation Session

- Roll Call.** At the start of the session, a law clerk will take roll to determine which cases are able to proceed to mediation.
- Technology Housekeeping.** The mediator will check that everyone can hear and see each other. They will ask for information about how to contact you in the event of an issue with Zoom or an internet outage. They will advise you to use the chat function only to contact them if you are experiencing technical difficulties with audio. If you run into technical problems during the session, signing-off and signing back on usually resolves those problems.
- Technology Barriers.** It is difficult to know when to speak with lag, and lag may cause people to accidentally interrupt. Please be patient and understanding should this happen. When people are on camera they may exaggerate their gestures or make animated movements.

- The Confidentiality Agreement** is at the end of this document for all parties to review. We will answer any questions and confirm everyone has read and understood it at the session. For cases mediated by UC Hastings, there is an additional agreement regarding confidentiality and conflict of interest.
- Parties can “sign” the Confidentiality Agreement(s) by verbal consent.** The mediator can type in each party’s name followed by “with verbal consent.”
- Ground Rules.** We will review the ground rules for the mediation. These rules are designed to facilitate a successful outcome:
  - Speak one at a time
  - Treat each other with respect
  - Allow the mediators to guide the process
- Caucus process.** “Breakout Rooms” may be used to allow each of the parties to speak privately with the mediation and/or to allow the mediators to speak with each other. If you are in a different room and need assistance, you can click “Ask for Help” and mediators or law clerk will bring parties back together in the main session, as needed.
- Mediator Notes.** If the mediators take notes, those notes will be shredded after the mediation.
- If an Agreement is reached,** the mediators will work with the parties to write up your agreement and to ensure that all pertinent information is included.
- We will all Review the draft Resolution Agreement together.** We will ask for any corrections, updates or revisions to the language. We will ask each participant to approve the terms of agreement.
- Sign electronically.** Once the agreement is completed, we will use the chat function or email to provide the link for you to access and sign the agreement.
- Future Dates.** If there is an agreement, parties will usually need to be scheduled for a **review date**. If the money owed is not paid or the agreement is otherwise not followed, you will need to come to court in order for the Judge to formalize their agreement into a Judgment. If there is no agreement, you will attend your **trial date**.
- Evaluation.** You will be asked by the mediators to complete a brief evaluation of the mediation process.



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO**

**SMALL CLAIMS MEDIATION PROGRAM**

**Phone: (650) 261-5075**

**Email: [adr@sanmateocourt.org](mailto:adr@sanmateocourt.org)**

**CONFIDENTIALITY AGREEMENT**

*Date:*

*Case #:*

**So participants feel free to discuss all issues openly, I agree and California Evidence Code sections 1115-1128 require that anything parties, mediators, witnesses, or other participants say or write down during the mediation is confidential. Such things cannot be “discovered” or compelled to be repeated as evidence in a non-criminal legal proceeding unless all parties expressly agree.**

As a participant in this mediation, I agree that:

1. I will not obtain or introduce anything said or written during this mediation as evidence;
2. I will not ask the mediator, or anyone from the San Mateo Court Small Claims Mediation Program, to be a witness or testify.

<u>Print Name</u>	<u>Signature</u>	<u>Phone</u>

Mediators, observers and other present:

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**CONFIDENTIALITY AND CONFLICT OF INTEREST**

**CLARIFICATION FOR UC HASTINGS**

We \_\_\_\_\_, will not discuss information disclosed in mediation with other attorneys, students or individuals, including any other individuals at UC Hastings or the UC Hastings clinical program, absent express authorization to do so by the parties. We will not serve as a lawyer for any of the parties in the future if we have received confidential information from any of you that would be material to that engagement as a lawyer.

These restrictions do not apply to any of the other lawyers or students at UC Hastings, including but not limited to those within the UC Hastings Community Justice Clinics. For example, another student or lawyer in the UC Hastings clinical program would not be prohibited by our/my service as a mediator from accepting an engagement adverse to any party to the mediation before, during, or after the mediation so long as applicable ethical requirements are met.

Parties Only: Please indicate that these conditions are acceptable to you by signing in the space provided below.

\_\_\_\_\_  
Signature Printed Name \_\_\_\_\_ (P or D)

\_\_\_\_\_  
Signature Printed Name \_\_\_\_\_ (P or D)

\_\_\_\_\_  
Signature Printed Name \_\_\_\_\_ (P or D)

\_\_\_\_\_  
Case Number

**Office Use Only**

**Case Type** (Circle One): Auto Accident \* Banking \* Commercial Contract \* Consumer Product \* Consumer Services \* Discrim – Employmt \* Discrim – Housing \* Discrim – Public Accommodns \* Employment or Professional Services \* Home Improvement \* Landlord-tenant \* Loan or Debt Personal Injury \* Property Damage or Loss

**Outcome** (Circle one): Agreement Reached \* No Agreement Reached \* Case withdrawn/dismissed