



ADDRESSING EVICTION HOLISTICALLY



An Evaluation of an Eviction Mediation Program
in Kane County, Illinois



RESOLUTION
SYSTEMS
INSTITUTE



Addressing Eviction Holistically: An Evaluation of an Eviction Mediation Program in Kane County, Illinois

Jennifer Shack, Director of Research

Dee Williams, Research Associate

© 2022 Resolution Systems Institute. Reproduction for non-profit purposes only.

CONTACT RSI

11 East Adams St., Suite 500
Chicago, IL 60603
312 922 6475
info@aboutrsi.org
AboutRSI.org

FOLLOW RSI

Facebook: [Facebook.com/AboutRSI](https://www.facebook.com/AboutRSI)
LinkedIn: <http://tinyurl.com/LinkedInToRSI>
Twitter: <https://twitter.com/aboutRSI/>
Blog: <http://blog.aboutrsi.org/>
[Court ADR Connection \(e-newsletter\)](#)

Acknowledgments

Thank you to Judge John Dalton, David Blancas, Eric Slepak-Cherney, Marisa Wiesman and Christina Wright for their generous donation of their time and expertise. They have provided valuable insights into the program planning process, the challenges of implementing a program and the keys to making it work. Thank you to Susan Yates and Sandra Wiegand, as well, for their careful reading of the report and helpful feedback.

Resolution Systems Institute is grateful for the American Arbitration Association-International Centre for Dispute Resolution Foundation's support for our ongoing evaluation of the program and the dissemination of the findings, and to the Illinois Equal Justice Foundation, whose support has enabled us to operate this mediation program.



PROGRAM PERFORMANCE

16TH JUDICIAL COURT OF ILLINOIS EVICION MEDIATION PROGRAM EVALUATION SUMMARY • 2022

SUMMARY:

The program serves Kane County. It launched on May 18, 2021, and involved referrals to financial counseling and legal services as well as mediation, with mediations conducted via Zoom. All residential evictions were eligible for the program. The evaluation was conducted between May 18, 2021 and June 30, 2022.

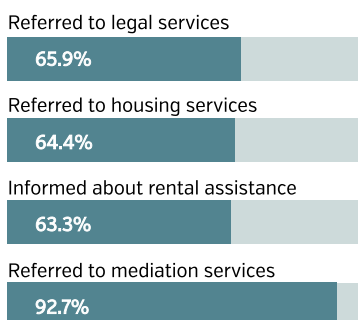
SERVICE REFERRAL AND MEDIATION OUTCOMES

WHEN A CASE IS REFERRED TO THE PROGRAM, THE TENANT CAN REQUEST REFERRAL TO MULTIPLE SERVICES: RENTAL ASSISTANCE, HOUSING SERVICES, LEGAL SERVICES AND MEDIATION

42%

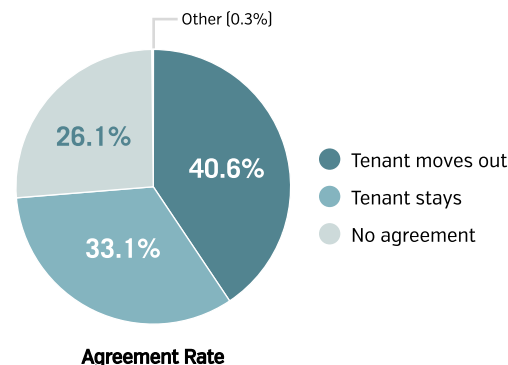
of eviction cases
were referred to the
program

Percent of program participants...



286

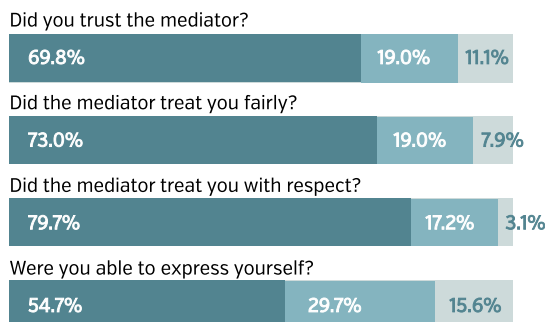
evictions were
avoided through
mediation



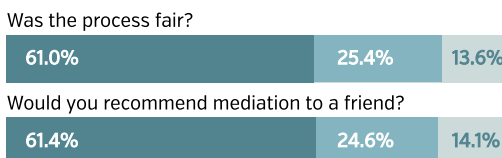
PARTICIPANT EXPERIENCE

AFTER EACH MEDIATION, THE PARTICIPANTS WERE ASKED BY EMAIL OR TEXT TO COMPLETE AN ONLINE SURVEY. THE SURVEY WAS COMPLETED BY 49 TENANTS, 13 LANDLORDS, 7 TENANT ATTORNEYS, AND 39 LANDLORD ATTORNEYS.

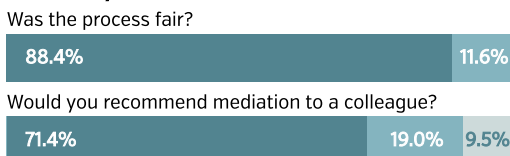
For parties...



For parties...



For attorneys...



TECHNOLOGY AND MEDIATION ACCESS

TECHNOLOGY SHOULD NOT BE A BARRIER TO ACCESSING SERVICES AND SHOULD NOT CREATE A BURDEN ON MEDIATION PARTICIPANTS, PARTICULARLY TENANTS.

To access mediation...



61%

of survey respondents
used a mobile phone
or tablet



39%

of survey respondents
used a laptop or
desktop computer

14%

needed to borrow a
device or leave
home to participate

18%

reported technical
difficulties



RSI



Executive Summary

BACKGROUND

When the COVID-19 pandemic hit and millions of people were laid off, housing experts predicted that a dramatic increase in evictions would follow. To prevent large numbers of people from becoming homeless during the pandemic, the Governor of Illinois instituted a moratorium on evictions on April 23, 2020. After multiple extensions, it was lifted on October 3, 2021.

The 16th Judicial Circuit of Illinois, located in Kane County, was concerned about what some called the “tsunami” of evictions that would flood the court once that moratorium ended. The 16th Circuit eviction judge agreed with the state’s goal of avoiding homelessness and thought mediation could help in this regard, particularly in avoiding families being removed from their homes by the sheriff. Further, the court only had one eviction judge, who was also hearing other cases and would not be able to handle a steep rise in cases. It was in light of these factors that in July 2020 the court went to Resolution Systems Institute (RSI), which was administering the court’s foreclosure mediation and child protection mediation programs, to seek a solution based in alternative dispute resolution (ADR).

The court launched the program on May 18, 2021, with RSI as the program administrator. The program involved referrals to financial counseling and legal services as well as mediation, with mediations conducted via Zoom. All residential evictions, which in Illinois include those involving unpaid homeowner association dues, were eligible for the program.

THE STUDY

The evaluation period for this study was between May 18, 2021, and June 30, 2022. It examines program use, mediation outcomes and participant experience using case filing and mediation program data, as well as post-mediation surveys. Survey response rates were 13.1% for tenants, 29.2% for tenant attorneys, 11.2% for landlord attorneys, and between 3.4% and 31.7% for landlords.¹

¹ See appendix B for an explanation of survey response rates.



FINDINGS AND RECOMMENDATIONS

Service Referral and Mediation Outcomes

Tenants accessed the mediation program in 42% of eviction cases

During the evaluation period, 1,392 residential eviction cases were filed in Kane County. Tenants accessed the program in 578 of these cases (41.5%).² This is high for a voluntary program.

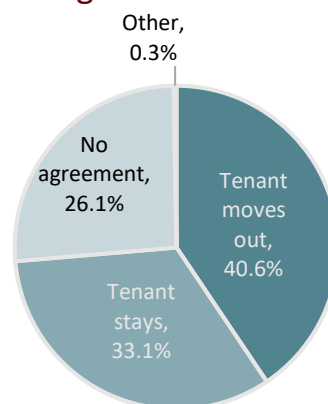
75% of cases referred to mediation were mediated

From the program's inception through June 2022, 518 cases were referred to mediation, of which 388 were mediated.

74% of mediations, and 20% of all eligible cases, resulted in an agreement that avoided eviction

Of the 387 mediated cases for which an outcome was known, 281 reached full agreement and 5 reached partial agreement. The 281 full agreements represent 20.2% of eligible eviction cases. All agreements allowed the tenant to avoid eviction through either staying in their home or agreeing to a negotiated move-out date. Almost half of them – 129 – included a provision for the tenant to stay. The other 157 agreements included a date by which the tenant was required to move out.

Agreement Rate



Almost two-thirds of tenants who accessed the program were also referred to other services

Of the 578 tenants who accessed the program, 381 (65.9%) were referred to housing services, 390 (67.5%) were referred to legal services, and 375 (64.9%) were informed about rental assistance.

Participant Experience

Procedural Justice

Parties' experience of procedural justice is an essential element of an effective court program. Empirical research has found that the major factors underpinning procedural justice are voice, neutrality, respect and trust. When these are present, parties perceive the process as being fair.

² To access the program, the tenant would need to have been referred by the judge and to have made contact with the program coordinator. When contacted, the program coordinator provided the tenant with resources, including contact information for legal and financial services as well as rental assistance.



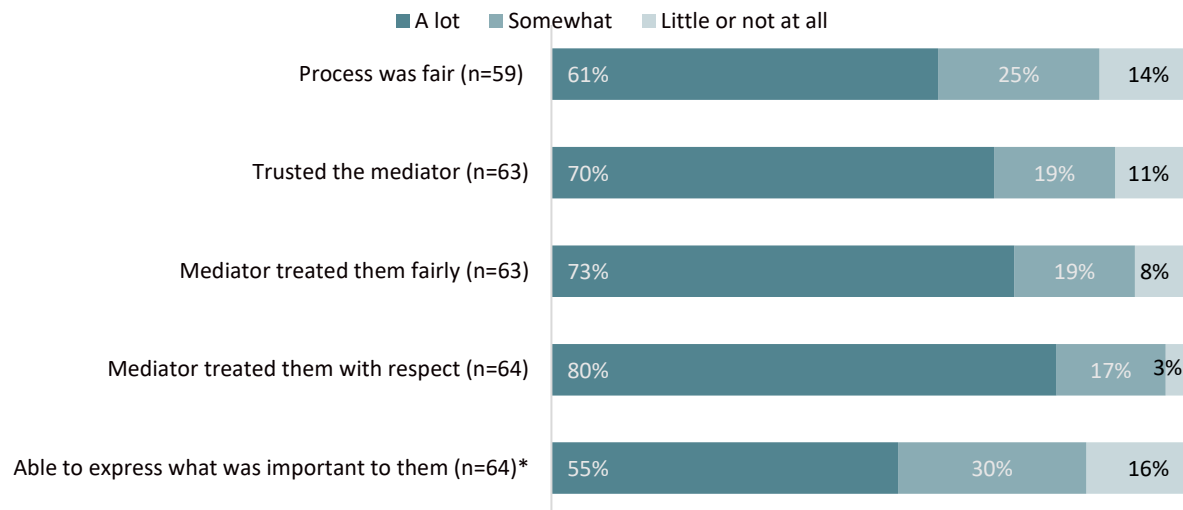
The majority of tenants and landlords rated their experience of procedural justice highly

Parties were asked to rate their feelings on questions of procedural justice on a scale from 1 to 7. This scale was subdivided into “little or not at all” (1-2), “somewhat” (3-5), and “a lot” (6-7).

In all, 69.8% trusted the mediator a lot, giving a rating of 6-7. A few more, 73.0% of parties, indicated that the mediator treated them very fairly. 79.7% said they were treated with a lot of respect. Parties were least likely to feel they were able to express what was important to them during the mediation, with 54.7% giving a rating of 6 or 7.

Although overall the parties indicated they had an experience of procedural justice, attention should be paid to the 45% of parties who did not rate highly their ability to express themselves, including the 15.6% (10 of 64) who gave a rating of 1 or 2, indicating they were not able to express what was important to them.

Parties' Procedural Justice Ratings



* Due to rounding, numbers do not add up to 100%.

Attorneys were more positive than parties about their experience of procedural justice

Attorneys responding to the survey were given the opportunity to answer the same questions. Their responses had a very positive pattern, with 81.8% saying they trusted the mediator a lot (giving a rating of 6-7). Furthermore, 91.3% indicated that the mediator treated their side very fairly; 95.7% indicated they were treated with a lot of respect; and 91.3% rated their ability to express what was important to their side at a 6 or 7.



Most tenants and landlords indicated that the mediation process was at least somewhat fair

In all, 86.4% of parties rated the process as at least somewhat fair, with 61.0% rating it as highly fair (6-7 rating). Although few parties felt the process was not fair, fewer than two-thirds rated the process as highly fair.

Parties who reported reaching agreement were more likely than those who reported they did not reach agreement to rate the fairness of the process highly

Eight of the 23 parties (34.8%) who said they did not reach agreement in mediation rated the mediation process as very fair. This is much lower than the ratings of the parties who said they reached agreement in mediation. Of those, 25 of 33 (75.8%) rated the mediation process as very fair. This suggests that agreement is an important factor in parties' perspectives on the fairness of the process.

Participant Assessment of Mediators***Most parties viewed the mediators as helpful in working out issues and not too forceful in getting them to settle***

Overall, 49 of 63 parties responding (77.8%) felt the mediator was active enough in helping them work out the issues in their dispute, with 14 (22.2%) perceiving the mediator as being too passive. Fewer of the parties – 7 of 64 (10.9%) – felt the mediator pushed them too hard to settle.

Overall Experience***61% of parties indicated they would very likely recommend mediation to a friend***

Among 57 parties responding, 35 (61.4%) indicated they were very likely to recommend eviction mediation to a friend, with 49 (85.9%) saying they would be at least somewhat likely to do so.

71% of attorneys indicated they would very likely recommend mediation to a colleague

Among 42 respondents, 38 (90.5%) indicated they would be at least somewhat likely to recommend eviction mediation to a colleague, with 30 (71.4%) saying they would be very likely to do so.

12 of 64 parties praised the mediator

Twelve parties made comments about the mediator's helpfulness and/or their fair and respectful treatment by the mediator.

12 of 64 parties complained about the mediator

Twelve parties, including 11 tenants, made comments indicating they thought the mediator was biased or too passive in helping them.



Technology and Mediation Access

Surveyed tenants most often participated in mediation with their mobile phone

Out of 49 tenants who responded to the question, 29 (59.2%) indicated that they participated using a mobile phone, compared with 19 (38.8%) on a desktop or laptop computer and 1 on a tablet. Out of 55 tenants responding to a question on video use, 3 (5.5%) reported calling in without video and 2 (3.6%) indicated “Other,” with the remaining 50 (90.9%) reporting that they used video for their mediation. The limitations of mobile devices should be kept in mind during actions such as reviewing agreements via screenshare, as it may be difficult for participants to read text on a small screen.

Most surveyed parties were able to use their own phone or computer to participate in mediation

Among 49 parties who responded, 39 (79.6%) indicated they were able to participate using their own devices and their own internet. Of the other 10, two needed to borrow a device in order to participate in mediation, three went outside of their home to access the internet, and 5 used a work computer. This likely undercounts those who had to make accommodations to participate in mediation since those who had access to technology were probably more likely to respond to the survey.

RECOMMENDATIONS

Investigate party complaints about mediators

A small but significant number of parties thought the mediator was biased, did not allow them to express themselves or was not active enough in helping them to resolve their dispute. The program should conduct peer observations to identify mediators who might require intervention, as well as weaknesses in mediators more broadly that might need to be addressed.

Train mediators as needed

Provide training for mediators as identified through peer observations.

Set up surveys so that responses can be connected to particular mediators

For the evaluation, surveys were not set up to capture case details, including who the mediator was. To better assess mediators in the future, the program should continue to invite mediation participants to complete post-mediation surveys, and their responses should be connected to mediators by generating the survey within the case management system used to track cases.

CONCLUSION

On all metrics, the program has been successful. It has a high rate of referral and program usage and a good agreement rate that has allowed 20% of eligible eviction filings to avoid



eviction. The program also helped parties in other ways, referring approximately two-thirds of tenants to legal services, housing services and/or rental assistance.

The majority of parties and attorneys had a very positive experience in mediation and indicated they were very satisfied with the process overall. Almost all felt they were treated with a lot of respect, and 73% of parties felt they were treated very fairly by the mediators. However, some attention should be paid to the 14% of parties who gave a low rating to fairness of the process and 16% who gave a low rating to their ability to express themselves. In addition, although 12 of 64 parties (19%) commented positively about the mediators, another 12 parties who responded to the survey, including 11 tenants, commented on the mediator's bias or passiveness when mediating their case. This indicates there may be an issue with some mediators.

Because the program has a high participation rate and is providing numerous benefits to the parties, we recommend the program continue to do what it is doing to refer cases to the program and to refer cases to mediation. To address party concerns about the mediators, the program should implement peer observations, retrain mediators as needed, and distribute participant surveys in such a way that the mediator associated with the survey can be tracked.



Background

When the COVID-19 pandemic hit and millions of people were laid off, housing experts predicted that a dramatic increase in evictions would follow. To prevent large numbers of people from becoming homeless during the pandemic, the Governor of Illinois instituted a moratorium on evictions on April 23, 2020. After multiple extensions, it was lifted on October 3, 2021.

The 16th Judicial Circuit of Illinois, located in Kane County, was concerned about what some called the “tsunami” of evictions that would flood the court once that moratorium ended. The 16th Circuit eviction judge agreed with the state’s goal of avoiding homelessness and thought mediation could help in this regard, particularly in avoiding families being removed from their homes by the sheriff. Further, the court only had one eviction judge, who was also hearing other cases and would not be able to handle a steep rise in cases. It was in light of these factors that in July 2020 the court went to Resolution Systems Institute (RSI), which was administering the court’s foreclosure mediation and child protection mediation programs, to seek a solution based in alternative dispute resolution (ADR).

The court launched the program on May 18, 2021, with RSI as the program administrator. The program was designed to have the judge refer parties to the program during the first court hearing. The parties were instructed to contact the program coordinator; however, the program coordinator often contacted the tenants if they did not contact her after a certain period of time. Once the tenant was contacted, the program coordinator referred tenants to financial counseling and legal services if the tenants wanted or needed these services, and scheduled a video mediation via Zoom prior to the next hearing. Mediation was voluntary for tenants. If tenants wanted to mediate, landlords (or their attorneys) were required to participate. See Appendix A for a full description of the program.

THE STUDY

This evaluation was conducted from May 18, 2021, through June 30, 2022. It examines program use, mediation outcomes and participant experience using case filing and mediation program data, as well as post-mediation surveys.

To find out how participants experienced mediation, a survey was sent to all participants after mediation was completed. Tenants participated in all 388 mediations, and 51 responded to the survey, representing a 13.1% response rate. Tenant attorneys participated in 24 mediations and responded to the survey for 7 mediations, which is a 29.2% response rate. Landlords who were represented by an attorney often did not attend mediation. They were represented by an



attorney in 347 mediations, leaving 41 in which they were not represented and therefore definitely attended. Thirteen landlords responded to the survey. This represents a maximum response rate of 31.7% and a minimum of 3.4%. In the 347 mediations in which the landlord was represented, 39 landlord attorneys responded to the survey, representing a 11.2% response rate. See Appendix B for the methodology of this evaluation. See Appendix C for the survey invitation text. See Appendix D for the survey.

Findings and Recommendations

CASE CHARACTERISTICS

Most of the landlords but few of the tenants in cases referred to mediation had an attorney. In 466 of the 518 cases (90.0%) referred to mediation, the landlord was represented by counsel. By contrast, 27 tenants (5.2%) had an attorney. Broken down, both parties had an attorney in 25 cases; only the landlord was represented in 441 cases; in two cases only the tenant had an attorney; and in 50 cases neither party was represented.

Of the 517 cases in which mediation was requested and for which the case type was recorded, 392 (75.8%) were filed for nonpayment of rent, 56 (10.8%) were filed for nonpayment of homeowner association fees,³ and 69 (13.3%) were for filed for another reason (e.g., criminal activity, landlord wanting possession).

Of the 493 cases referred to mediation for which the city was recorded, almost two-thirds came from Aurora, with 197 cases (40.0%), or Elgin, with 107 (21.7%). Rounding out the top five are St. Charles with 34 (6.9%), Carpentersville with 32 (6.5%), and Dundee with 19 (3.9%).

Case Characteristics		
Case Type		
	Accessed Program	Mediated
Rent	392	292
HOA	56	38
Other	68	58
TOTAL	516	388
Town		
	Accessed Program	Mediated
Aurora	197	153
Elgin	107	84
St. Charles	34	23
Carpentersville	32	23
Dundee	19	16
North Aurora	18	11
South Elgin	16	16
Montgomery	16	13
Gilberts	11	9
Hampshire	10	6
Other	33	32
TOTAL	493	386

PROGRAM PERFORMANCE

The court and RSI developed the Eviction Mediation Program with several goals in mind. These include:

- Help parties in eviction cases to avoid eviction by referring them to appropriate services, including rental assistance, housing services, legal services and mediation
- Provide mediation participants with an experience of procedural justice

³ In Illinois, homeowner associations may file for eviction in the event of non-payment of fees.

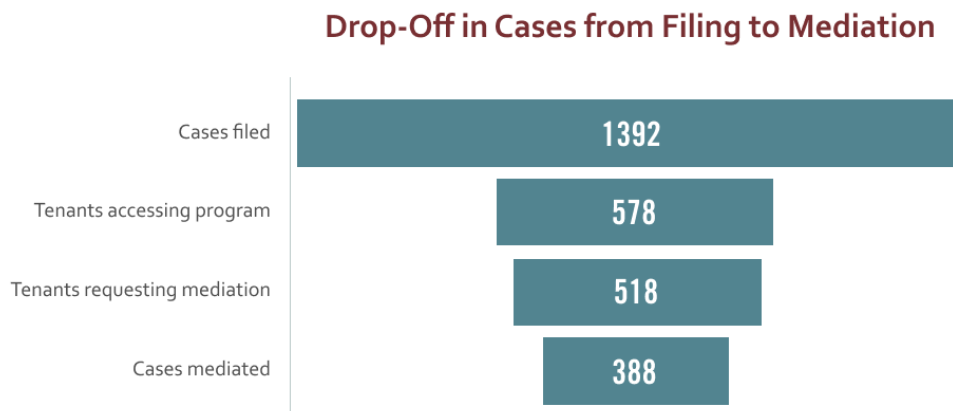


- Make mediation accessible to all tenants who wish to participate
- Provide mediation participants with a positive overall experience

Program Use

Tenants accessed the mediation program in 42% of eviction cases

During the evaluation period, 1,392 residential eviction cases were filed in Kane County. Tenants accessed the program in 578 of these cases (41.5%). To access the program, the tenant was referred by the judge and then made contact with the program coordinator. When the tenant made contact, the program coordinator provided the tenant with resources, including contact information for legal and financial services as well as rental assistance, and discussed the possibility of mediation.



Service Referral

Rental Assistance

Almost two-thirds of tenants referred to the program were given information to apply for rental assistance

Rental assistance was at the heart of the program, and the program coordinator actively referred tenants to the rental assistance agency if they had not already applied for assistance. She uploaded their intake form into a shared folder with the rental assistance agency, which then contacted the tenants.

During the evaluation period, 375 of 578 tenants were referred to rental assistance. This constituted 64.9% of tenants who took part in intake.



Legal Services

Two-thirds of tenants referred to the program requested legal services

Tenants who requested a referral to legal services were asked to call the legal services hotline for evictions. Anyone who called was given information about financial and other resources. Those who met the income requirement for eligibility could talk with an attorney and get legal advice, with some being selected for representation.

During the evaluation period, 390 of 578 tenants (67.5%) were referred to legal services. The attorney of record for eight tenants was a legal services representative. All eight tenants participated in mediation.

Housing Services

Almost two-thirds of tenants referred to the program requested housing services

When tenants requested housing services, the program coordinator provided them with the contact information for agencies that provide that service. During the evaluation period, she referred 381 of 578 (65.9%) tenants to housing services.

Mediation

28% of residential eviction cases were mediated

Either party could request mediation. When tenants requested it, landlords were required to participate. During the evaluation period, parties in 518 of 578 cases (89.6%) requested mediation, and 388 of those cases were mediated. This 388 represents 27.9% of evictions filed and 74.9% of cases in which mediation was requested.

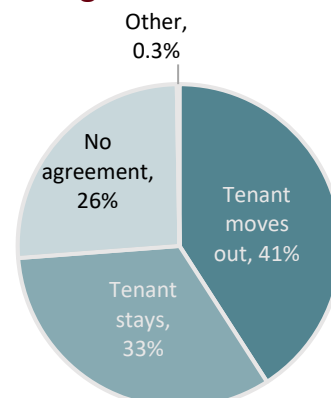
Of the 517 cases in which mediation was requested and for which the case type was recorded, 392 (75.8%) were filed for nonpayment of rent, 56 (10.8%) were filed for nonpayment of homeowner association fees, and 69 (13.3%) were for filed for another reason (e.g., criminal activity, landlord wanting possession).

Mediations were neither more nor less likely to be held if a party was represented by an attorney.

74% of mediations ended with an agreement

Of the 387 mediated cases for which an outcome was known, 281 (72.6%) reached full agreement and 5 (1.3%) reached a partial agreement. All agreements allowed the tenant to avoid eviction. Almost half – 129 (45.1%) – included a provision for the tenant to stay. The other 157 agreements included a date by which the tenant was required to move out, allowing the tenant to avoid having an eviction on their record. In 11 cases, the

Agreement Rate



program coordinator determined from the information the tenant provided that homelessness was avoided through mediation.

Many of these agreements were conditional in that they depended on something occurring in the future that neither party had control over, such as approval of rental relief. This includes 79 agreements in which the tenant agreed to apply for rental assistance. We could not track whether the tenants received rental assistance in these instances; nor could we track compliance with other terms of the agreements. Therefore, it is not known whether tenants who reached agreement to stay were able to remain in their homes in the longer term.

Where Evictions Were Avoided

As indicated above, most of the cases mediated concerned rental units in Aurora and Elgin. These were also the places where the most evictions were avoided. Mediations were held for disputes over 153 rental units in Aurora, and evictions were avoided for 112 of these cases, with 50 tenants remaining in their home – 32.7% of

Evictions Avoided by Town			
	Tenant Moves out	Tenant Stays	Total
Aurora	62	50	112
Elgin	40	23	63
Carpentersville	13	6	19
St. Charles	10	8	18
South Elgin	7	5	12
Dundee	2	9	11

Aurora tenants who mediated. For tenants living in Elgin, 84 mediations were held and 63 evictions were avoided. Of the agreements made, 23 allowed tenants to remain in their home, representing 27.4% of Elgin tenants who mediated.

Case Characteristics Affecting Agreement

When both parties had attorneys, they were less likely to reach agreement in mediation than when only the landlord had an attorney or neither party had one, although the difference was not found to be significant.⁴ Of the 22 mediations in which both parties had an

Agreement Rate by Who Had an Attorney	
Both parties (n = 22)	59%
Landlord only (n = 324)	73%
Neither (n = 50)	79%

attorney, 13 (59%) reached agreement, compared with 237 of 324 mediations (73%) in which only the landlord had an attorney and 39 of 50 mediations (79%) in which neither party was represented by an attorney. The lower agreement when both parties had an attorney may have been due to the tenant having a legal defense against eviction.

Case type did not affect whether parties reached agreement.

⁴ $\chi^2(2) = 3.18, p = .20$; Fisher's exact = 0.443. Lack of statistical significance may be due to the small number of cases in which the tenant had an attorney.



PARTICIPANT EXPERIENCE

No matter how well mediation works, the success of a program relies upon the participants having a positive experience, including an experience of procedural justice. To discover how participants experienced the program, we emailed an invitation to complete an online post-mediation survey. In all, 49 tenants and 13 landlords responded to the survey. On the attorney side, 39 landlord attorneys and 7 tenant attorneys completed the survey. See Appendix B for information on what this means for response rates.

We present landlord and tenant responses together because there were few landlord responses and our analysis found no statistical difference between their responses and those of the tenants. Because of the few number of tenant attorney survey responses, we also analyzed all attorney surveys together.

Procedural Justice and Overall Experience

Procedural justice is an important determinant of the quality of court programs.⁵ Procedural justice is a subjective measure of fairness based on the participants' impressions of how they were treated during the process used to handle their dispute (such as trial or mediation). Research has determined that they see a process as fair if they feel they had voice, feel they were treated fairly and with respect, and trusted the person of authority in the process, such as the judge or mediator. Regardless of whether they are satisfied with their outcome, participants often report high levels of satisfaction when they perceive the process as having been fair.⁶

"The mediation experience allowed me to maintain my dignity and self-respect while appreciating the landlord's financial obligations."

- Tenant

Procedural justice affects the court more generally as well. When people view the process they've experienced as fair, they are generally more likely to voluntarily comply with their case outcome, making it less likely that the parties will return to court. They are also more likely to view the court more positively overall.⁷

We measured participants' experience of procedural justice through five questions:

- During the mediation, how much were you able to express what was important to you?

⁵ Tom R. Tyler, *Procedural Justice and the Courts*, 44 COURT REV. 26 (2007).

⁶ Deborah R. Hensler, *Our Courts, Ourselves: How the Alternative Dispute Resolution Movement Is Re-Shaping Our Legal System*, 108 PENN ST. L. REV. 165, 197 n. 63 (2003); E. Allan Lind et al., *In the Eye of the Beholder: Tort Litigants' Evaluations of Their Experiences in the Civil Justice System*, 24 L. & SOC'Y REV. 953, 957 (1990).

⁷ For a review of the relevant literature, see Donna Shestowsky, *Great Expectations? Comparing Litigants' Attitudes Before and After Using Legal Procedures*, 44 LAW & HUM. BEHAV. 179 (2020).



- Did the mediator treat you with respect?
- How fairly did the mediator treat you?
- How much did you trust the mediator?
- Overall, was the mediation process fair?

Participants were asked to respond on a scale of 1 to 7 (“not at all” to “very much/extremely”). For analysis we collapsed these into three categories: little to not at all (1-2 rating), somewhat (3-5 rating), and a lot (6-7 rating).

Survey respondents were asked two scaled questions to gauge their satisfaction with mediation:

- How satisfied they were with the outcome of their mediation
- How likely they were to recommend mediation to a friend or colleague

Respondents rated their experience on a scale of 1 to 7 (“not at all” to “very much/extremely”)

In addition, they were asked four open-ended questions about their experience:

- To explain their overall fairness rating
- To explain the reason for their rating about how likely they were to recommend mediation
- For parties, what they liked about the mediation; for attorneys, what made mediation effective
- For parties, what they did not like about the mediation; for attorneys, what could have improved the mediation

Party Responses – Procedural Justice

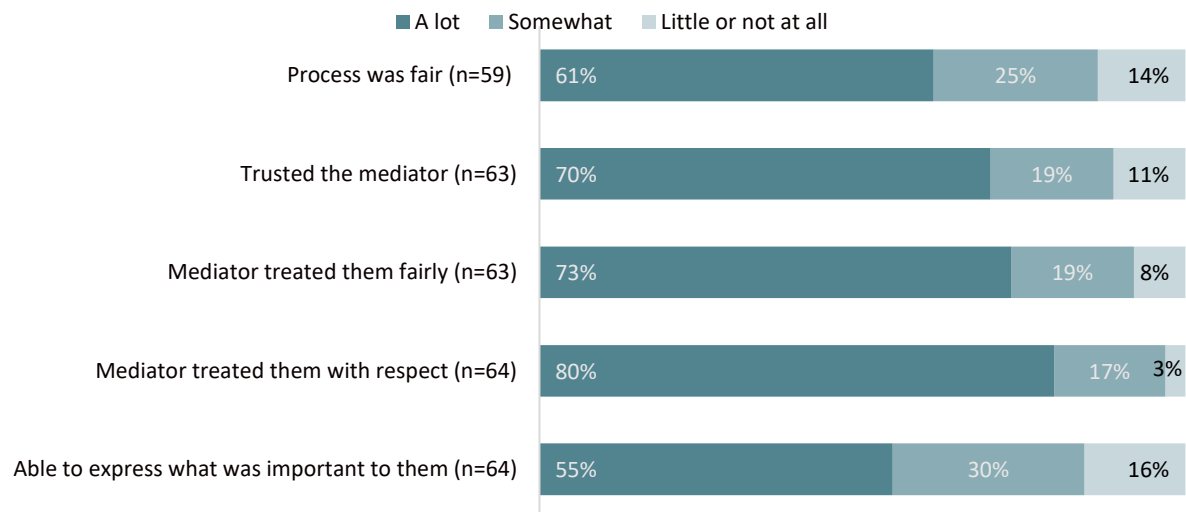
The majority of parties had a very positive experience, with most parties having at least some experience of procedural justice

In all, **51 of 64 (79.7%) parties indicated the mediator treated them with a lot of respect** (rating of 6-7), and an additional 11 (17.2%) indicated they felt the mediator treated them somewhat with respect (rating of 3-5), for a total of 96.9% feeling the mediator treated them with at least some respect. Tenants (82.0%) were more likely than landlords (69.2%) to indicate they were treated with a lot of respect, but the difference was not statistically significant.

Almost as many parties indicated the mediator treated them fairly; **46 of 63 parties (73.0%) indicated they were treated very fairly** (rating of 6-7), and an additional 12 (19.0%) felt they were treated somewhat fairly. Five (7.9%) indicated the mediator did not treat them fairly. Tenants (73.5%) and landlords (69.2%) were similarly likely to feel the mediator treated them very fairly.



Parties' Procedural Justice Ratings



Parties had similar perspectives on how much they trusted the mediator as they had on how fairly they were treated; **44 of 63 (69.8%) indicated they trusted their mediator a lot**, and an additional 12 (19.0%) indicated they trusted their mediator somewhat. Seven rated their trust of the mediator low (1-2). Tenants and landlords were equally likely to rate their trust highly.

Parties were less likely to feel they had voice, with 35 of 64 (54.7%) rating their ability to express what was important to them highly (6-7 rating). Tenants (51.0%) were less likely than landlords (61.5%) to indicate they were very much able to express what was important to them, though the difference was not significant.⁸ They were also more likely to say they were not able to express what was important to them, with nine tenants (18.0%) and only one landlord giving a rating of 1 or 2.

A number of parties indicated in their comments that they appreciated being heard. Below is a sample of their comments. See Appendix E for a full list of the comments.

- “The mediator made sure I was heard and that the landlord was engaged with my concerns.”
- “Both sides were able to express their opinions or concerns.”

“The mediator made sure I was heard and that the landlord was engaged with my concerns.”

- Tenant

“My voice felt unheard and that it didn't really matter.”

- Tenant

⁸ Tenant ($M = 5.0$, $SD = 2.2$), Landlord ($M = 5.3$, $SD = 1.8$); independent t-test $t(60) = 0.44$, $p = 0.33$



- “Whenever overtalking occurred, the mediator was able to redirect and have one of the parties put their microphone on mute while the other party spoke. Overall I thought it was a fair process.”

Those who felt they did not have voice made their sentiments clear when asked to comment on their experience in mediation. Below is a sample of their comments:

- “My voice felt unheard and that it didn't really matter.”
- “When we were in the meeting, they did not let me speak in order to come to a fair agreement and the mediator only wanted me to accept what the landlord said.”
- “There was no way in which I could say ‘I wasn't in agreement’ or ‘this isn't fair.’”
[Translated from Spanish.]

Parties’ ratings of fairness tended to be less positive than their ratings of how they were treated, with 36 of 59 (61.0%) rating fairness with a 6 or 7. An additional 15 (25.4%) rated the process as somewhat fair. Eight (13.6%) gave low ratings to process fairness.

Ten of the 36 parties (27.8%) who rated the mediation process as highly fair praised the mediator when asked to provide the reason for their rating. Nine (25.0%) indicated the process was helpful. These were the top two reasons given for their fairness rating. The following comments reflect these parties’ feedback in general:

- **“Excellent experience overall.** We knew the milestones to achieve a meeting of the minds between the landlord and the renter (me). The milestones were reached and exceeded by all measures. Thank you for a fair experience that realized the goal of remaining in the property until nearly the end of the lease.”
- **“Our mediator was fantastic!** I was stressed and she calmed me, she empathized with me and treated both parties with respect. She made sure each party understood what was going on and she was very patient and knowledgeable.”
- **“Both sides were able to express their opinions or concerns.** Whenever overtalking occurred, the mediator was able to redirect and have one of the parties put their microphone on mute while the other party spoke. Overall I thought it was a fair process”

“Our mediator was fantastic! I was stressed and she calmed me...she was very patient and knowledgeable.”

- Tenant

“[M]ediator only cares about getting the case out [of] the court docket regardless of the feelings or rights of others.”

- Landlord



Three of eight parties who gave low ratings to the fairness of the process cited the mediator's behavior. Parties who found the mediation to be unfair had the following comments:

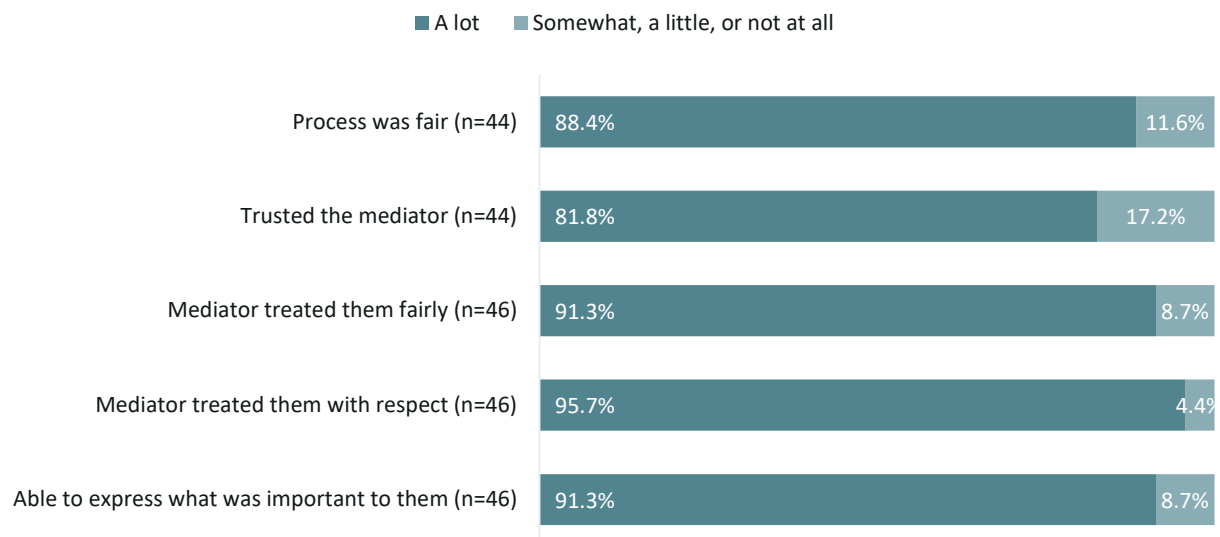
- “mediator only cares about getting the case out the court docket regardless of the outcome or feelings or rights of others”
- “I was told by mediator that I was not to attend a court date due to moving out of property. She lied to me. The case went to trial and now I am to pay \$12,000. I am disabled and don't have the money to pay. **Mediation was a cruel joke.** I am completely boggled as to why mediation even exists in Kane County. The tenant will not win. Thanks for false hopes.”

Attorney Responses – Procedural Justice

Attorneys had a very positive pattern in their responses regarding their experience of procedural justice

Of the 46 attorneys who responded to the survey, 45 (97.8%) said the mediator treated them with at least some respect, with 44 (95.7%) saying they were treated with a lot of respect. Similarly, 45 of 46 (97.8%), indicated that the mediator treated their side fairly, with 42 (91.3%) giving a rating of 6-7. Additionally, 45 (97.8%), said they were at least somewhat able to express what was important to their side, with 42 (91.3%) giving a rating of 6-7. The numbers were slightly lower for how much they trusted the mediator: 43 of 44 respondents (97.7%) indicated that they trusted the mediator at least somewhat, with 36 (81.8%) trusting the mediator a lot. Most attorneys rated the process as highly fair, with 38 of 43 (88.4%) rating fairness with a 6 or 7. The other 5 (11.6%) rated it as somewhat fair.

Attorneys' Procedural Justice Ratings





Party Responses – Overall Satisfaction

44% of parties were highly satisfied with the outcome of their mediation

More than half of the parties who responded to the survey (33 of 59, 55.9%) were at least somewhat satisfied with the outcome of their mediation, with 26 (44.1%) being mostly to completely satisfied. Almost a third (18, 30.5%) were dissatisfied with the outcome of their mediation, with 17 (28.8%) being mostly or completely dissatisfied.

61% of parties were highly likely to recommend eviction mediation to a friend.

The parties' likelihood of recommending mediation was similar to their ratings for fairness, with 35 of 57 (61.4%) being highly likely to recommend mediation to a friend. Overall, 49 (86.0%) were at least somewhat likely to recommend mediation. Eight (14.0%) were unlikely to recommend mediation, giving a rating of 1-2.

Parties who liked mediation found mediation to be helpful or clear and appreciated the mediators

When asked what they liked about mediation, parties most often commented on the quality of the mediator (12 of 42, 28.6%), the helpfulness or clarity of the process (11 or 26.2%), and the ability to have one's voice heard (8 or 19.0%). Many parties provided multiple reasons for liking mediation. Representative comments were:

- "The entire time they were informing me and in my language." [Translated from Spanish.]
- "Very cordial. Mediator was very good about getting to the core issues and finding middle ground."
- **"The mediator brought up all of my concerns** that I had forwarded. He also made sure that I understood everything that we discussed as far as the possible outcomes since we had not come to an agreement."

Parties most often disliked the actions or behavior of the other party or the mediator

When asked what they disliked about the mediation, 9 of 38 parties (23.7%) commented on the other party's behavior. Six mentioned the actions or behavior of the mediator. Comments included:

- "I didn't like that my landlord his lawyer and the person doing the meditation got to go in the lobby and come to an agreement without me he got to do what he wanted to do and **it didn't matter what I wanted**"
- "You should try to convince the party who is going to lose to come to common ground. I **felt biasness towards sex, color, marital status.**"



Attorney Responses – Overall Satisfaction

72% of attorneys were highly satisfied with the outcome of mediation

Attorneys were more satisfied with the outcome of their mediation than parties, with 31 of 43 (72.1%) being mostly or completely satisfied. Three (7.0%) were somewhat satisfied and 8 (18.6%) responded neutrally. Only one (2.3%) was dissatisfied.

71% of attorneys were highly likely to recommend mediation to a colleague

As with fairness, attorneys were overall more satisfied than parties with their experience in mediation, with 30 of 42 (71.4%) indicating they were highly likely to recommend mediation to a colleague. Eight others (19.0%) indicated they were at least somewhat likely to recommend mediation. In contrast, only 4 (9.5%) indicated they would not recommend mediation to a colleague.

When explaining their answer, six attorneys noted that mediation is not helpful or appropriate in all situations:

- “I think mediation can be useful when both sides are represented by attorneys. But pro se litigants will have a hard time having their rights protected in this setting. **Mediators tend to phrase things in a way that makes a tenant feel they have no choice.**”
- “**Mediation works when both parties have claims against each other.** Evictions (especially right now) are very one sided. Tenants don't have the money and that is why they didn't pay.”
- “It really depends on the issue and what effort the tenant has made to mitigate the situation. **There are some situations in which I don't think mediation can help** and the tenant is using the process to extend his tenancy to the detriment of the landlord.”

Another six attorneys were evenly divided between those who saw mediation as inefficient or inconvenient and those who appreciated its efficiency and convenience. A sample of their comments includes:

- “Before ZOOM court [the judge] would order the parties to go out in the hallway to see if they could resolve the matter and in 10 minutes the parties, without a mediator, would reach the same result it now takes 60 to 90 minutes for a mediator to reach. Court order mediation is a waste of time and money.”
- “Mediation has the ability to resolve the case with limited expense to the parties and resolve it more expeditiously.”

“[P]ro se litigants will have a hard time having their rights protected in this setting. Mediators tend to phrase things in a way that makes a tenant feel they have no choice.”

- Tenant Attorney



- “Mediation is inefficient and wastes time when an attorney is involved unless the mediator can push the tenant to a reasonable position.”
- “The fact that we were able to work out an agreement without going to court was very helpful. I believe it helps both sides.”

Attorneys most often indicated mediators made mediation effective and most often said nothing could have improved the mediation

Of the 17 attorneys who commented on what made the mediation effective, 12 (70.6%) pointed to the mediator’s behavior. In a distant second, with 4 responses (23.5%), was the opportunity for the participants to have voice. Some representative comments about what made the mediation effective were:

- **“The mediator was clearly experienced**, had a good demeanor, and made a good faith effort to move the opposing party off its intractable position.”
- **“The mediator kept the parties focused on talking about things that mattered.** Suggested splitting the difference on money and move out dates; which seems obvious but was done very well and in a way that both parties could agree on.”
- “The mediator allowed the sides to talk and did not seek to dominate.”

Five of the 13 attorneys who commented on what could have improved the mediation indicated that nothing could have improved it, although two of the attorneys who said this attributed their unsuccessful mediations to the other party and to characteristics of the case. Three other attorneys found fault with the mediator. Comments included:

- **“The mediator in this case stated that he didn’t have knowledge of the law relating to proper notice before an eviction.** Mediators don’t have to act like lawyers, but if they do not have basic knowledge of the law, they may mis-represent a likely outcome if no settlement is reached.”
- **“Mediator was more of a compromiser, split the difference type**, rather than head knocking, or explaining to the parties why they are better off settling type.”

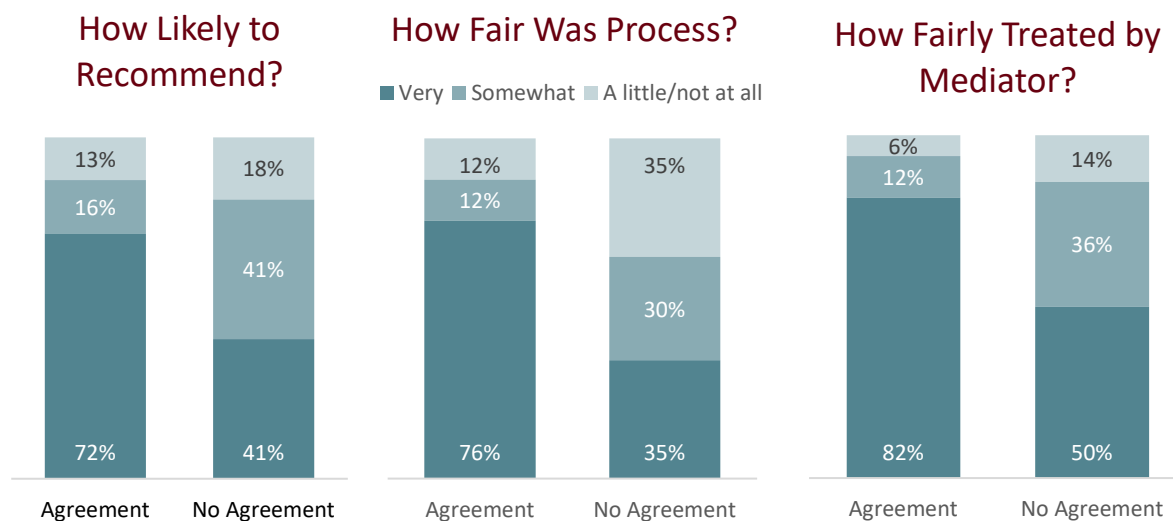


Characteristics that Affected Participant Ratings

We examined whether party type, case type, or reaching agreement had an effect on the parties' responses. We found that landlord and tenant responses reflected a similar level of satisfaction with mediation and experience of procedural justice, indicating that party type did not affect their responses. Reaching agreement did have an effect on party experience. **Parties who reached agreement in mediation were more likely to see the process as fair,⁹ to believe that the mediator treated them fairly,¹⁰ and to say they would recommend mediation to a friend.¹¹**

No characteristic was associated with the attorneys' assessment of their experience in mediation.

Party Ratings Based on Agreement



Assessment of Mediators' Helpfulness

Aside from procedural justice questions, the participants were asked two questions about the mediator that examine the mediator's role in facilitating settlement, to which they responded yes or no. These were:

- Was the mediator active enough in helping you work out the issues in your dispute?
- Did the mediator push you too hard to settle?

⁹Agreement: $M = 5.9$, $SD = 2.0$, no agreement: $M = 4.3$, $SD = 2.0$; $t(51) = -2.79$, $p = 0.004$

¹⁰Agreement: $M = 6.1$, $SD = 1.6$, no agreement: $M = 5.0$, $SD = 2.1$; $t(53) = -2.25$, $p = 0.014$

¹¹Agreement: $M = 5.8$, $SD = 2.0$, no agreement: $M = 4.6$, $SD = 2.1$; $t(52) = -2.08$, $p = 0.021$



Party Perceptions

Most participants viewed the mediators as helpful in working out issues and not too forceful in getting them to settle

Overall, 49 of 63 (77.8%) felt the mediator was active enough in helping them work out the issues in their dispute, with 14 (22.2%) perceiving the mediator as being too passive. Fewer of the parties – 7 of 64 (10.9%) – felt the mediator pushed them too hard to settle.

Comments of those who found the mediator to be helpful in working out issues included:

- “Fair experience that provides the tenant with some respect and does not allow the landlord to dictate the terms. In my case, the landlord and his attorney sought to terminate my lease immediately. Instead **with the help of the mediator we showed that rent was paid through mid - June already**. Great job!” [tenant]
- “i thought [mediator] was very kind, compassionate, and was very helpful. I thank her .” [tenant]

In contrast, some thought the mediator was too passive:

- “[T]he mediator didn't do anything to try to reach an agreement she practically did nothing and the mediation didn't even last 30 minutes.”
- “I explained my situation to the lawyer giving him my reasons and telling him I have proof for my reasons and am trying to come to an arrangement to pay not denying that I will pay, explaining that I don't have all the money together to pay and could they give me time they. . .didn't accept my request and **the mediator just asked how I could get the money never asked the lawyer if there was another option**” [translated from Spanish.]
- “I feel that the mediator could have asked the counsel for the landlord on what they were truly allowed to offer as the negotiations where not meet, and there was little to not flexibility shown or given our situation.”
- “**I thought the Mediator was going to somewhat participate and there was no participation by the Mediator** except to explain the “rules” and confidentiality. So, was disappointed in that respect. What’s the point of a Mediator if they do not participate at all?”

Attorney Perceptions

A higher percentage of attorneys than parties saw mediators as helpful in working out the issues in their dispute. Of the 46 that responded to this question, 43 (93.5%) indicated the mediator was active enough in doing so. None of the 45 attorneys who responded to this question felt the mediator pushed them too hard to settle. Some of their comments about the mediator include:



- “The mediator was very effective.”
- “The mediator knew what the parties wanted and worked to achieve that.”
- “The mediator was extremely helpful”

Recommendations

Investigate party complaints about mediators

A small but significant number of parties thought the mediator was biased, did not allow them to express themselves, or was not active enough in helping them to resolve their dispute. The program should conduct peer observations to identify mediators who might require intervention, as well as weaknesses in mediators more broadly that might need to be addressed.

Train mediators as needed

Provide training for mediators as identified through peer observations.

Set up surveys so that survey responses can be connected to particular mediators

For the evaluation, surveys were not set up to capture case details, including who the mediator was. To better assess mediators in the future, the program should continue to invite mediation participants to complete post-mediation surveys, and their responses should be connected to mediators by generating the survey within the case management system used to track cases.

ACCESS TO MEDIATION

The use of remote mediation can both remove and create barriers to participation. Remote mediation allows participants to attend mediation without the need to travel, reducing the amount of time they need to spend on the process and eliminating travel costs. On the other hand, remote mediation requires participants have access to a mobile phone or other device and access to the internet if they wish to participate via video. For people of limited means, this may be a barrier.

To determine whether technology posed a barrier to participation, we asked parties and attorneys a number of questions:

- How did they participate in the mediation – by phone or video?
- If video, what type of device did they use?
- Did they need to go somewhere else to access the internet, or did they need to borrow a device?
- Did they have any technological issues during the mediation and what were the issues?

Note that these results may not be representative of the total population of parties who participated in mediation. It is probable that those who did not have access to the internet or a device to connect to it were less likely to respond to an online survey.



How Participants Accessed Mediation

When parties were offered mediation, they were told mediation would be by video. If they said they could not participate by video, they were given the opportunity to participate by phone.

Almost all landlords and tenants who responded to the survey participated in mediation via video. Only 3 of 55 (5.5%) participated by phone. Of the 51 who participated via video and responded to the question, 30 (58.8%) participated with a mobile phone, 20 (39.2%) used a computer and one (2.0%) used a tablet.

Of the 36 attorneys who responded to this question, 32 (88.9%) used a desktop or laptop computer. Three used a mobile phone and one used a tablet.

Need to leave home or borrow a device?

Among 49 parties who responded, 39 (79.6%) indicated they were able to participate in mediation using their own devices and their own internet. Of the other 10, two needed to borrow a device in order to participate in mediation, 3 went outside of their home to access the internet, and 5 used a work computer. This likely undercounts those who had to make accommodations to participate in mediation since those who had access to technology were probably more likely to respond to the survey.

Technical issues

Ten of 56 parties (17.9%) indicated there were technical issues during the mediation. These issues included problems connecting, bad connections, people getting disconnected and someone's microphone not working.

Three of 38 attorneys indicated there was a technical issue during the mediation. A tenant attorney commented, "My client had a hard time getting on zoom and ultimately participated only by phone. This is common especially with tenants who are struggling with money."

Although not a technical issue, an attorney commented that the mediation was less effective in a mediation in which the tenant participated by phone. The attorney noted that the mediator "kept having to go back to him." This suggests an issue with the tenant's phone participation.

ASSESSMENT OF PROGRAM ADMINISTRATION

Mediators assessed program administration highly

After they mediated, mediators were asked to rate on a 4-point scale (excellent, good, fair, poor) how well the program coordinator prepared them for the mediation and how well she supported them during the mediation. For almost all mediation sessions, mediators rated the program coordinator as "excellent" for both preparation (96.1%) and support (97.7%). For the



other sessions, the mediators rated the program coordinator's preparation and support as "good."

Although program participants were not asked about the program coordinator, three volunteered their perspective in comments, including two tenants and one landlord attorney. Each of these comments about the program coordinator was highly positive.



Discussion

Tenants accessed the program in more than 40% of all eligible cases. Mediations were held in 75% of cases in which tenants requested mediation, and 74% of cases mediated reached an agreement to avoid eviction, with 45% able to stay in their home. In all, 20% of eligible eviction filings avoided eviction through mediation. The program also helped parties in other ways, referring approximately 2/3 of tenants to legal services, housing services and rental assistance.

The majority of parties and attorneys had a very positive experience in mediation, and indicated they were very satisfied with the process overall. Almost all felt they were treated with a lot of respect, and 73% of parties felt they were treated very fairly by the mediators. However, some attention should be paid to the 14% of parties who gave a low rating to fairness of the process and 16% who gave a low rating to their ability to express themselves. In addition, although 12 of 64 parties (19%) commented positively about the mediators, another 12 parties who responded to the survey, including 11 tenants, commented on the mediator's bias or passiveness when mediating their case. This indicates there may be an issue with some mediators.

Because the program has a high participation rate and is providing numerous benefits to the parties, we recommend the program continue to do what it is doing to refer cases to the program and to refer cases to mediation. To address party concerns about the mediator, the program should implement peer observations, retrain mediators as needed and distribute participant surveys in such a way that the mediator associated with the survey can be tracked.



Appendix A: Eviction Mediation Program Process

The eviction judge and program coordinator were interviewed in order to better understand the process that cases went through during the evaluation period in order to participate in the mediation program and what happens if the parties do not participate or do not reach agreement. These interviews took place in November 2021. The program coordinator provided additional information in August 2022.

Court Process

The court process for eviction cases started with the landlord filing for eviction and serving a complaint and summons on the tenant. At the time of the filing, an initial hearing was scheduled and the date was included in the summons. Landlords were required to include a flyer with the summons that informed the tenants of the mediation program and provided the program coordinator's contact information. The landlord and/or tenant could contact the program before arriving for their first hearing, and the program coordinator noted that about 5% of the tenants who sought her help did so before their initial hearing.

One judge heard almost all eviction cases, with another standing in when a party requested a different judge or the other judge was absent. Eviction hearings were held twice a week, with initial hearings on Tuesdays and subsequent hearings on Thursdays. At the time the mediation program started, court hearings were held entirely via Zoom. Once the courthouse reopened, parties were allowed to attend in person if they so chose. The result was a hybrid process, with most parties participating via Zoom and about 10% to 20%, according to the program coordinator, participating in person. The bailiff was in the courtroom, but the judge presided via Zoom. The parties who attended in person interacted with the judge on Zoom through a large screen placed in the courtroom. Parties also had access to a help desk staffed by Northern Illinois University College of Law students and to the program coordinator (until January 2022) during the initial hearing.

At the initial hearing, the judge determined whether the case should move forward and set a status hearing 28 days later. If all paperwork was in order at the status hearing, the judge scheduled the case for trial. If not, he scheduled another status hearing. Prior to the beginning of the mediation program, the judge did not require the tenant to file an answer. As cases began to rise in fall 2021, he said he began to require they file an answer before the first status hearing both to "separate the wheat from the chaff" and to assuage landlords as the timeline lengthened to accommodate mediation. The judge noted that requiring that tenants file an answer was essential; without this requirement he would not have been able to handle the rise in cases.



At the beginning of each hearing, the eviction judge informed the parties of the resources available to them and told them that if they wanted to participate in the court's mediation program, they should ask him. Generally, he referred the parties to mediation during the initial hearing, although he sometimes would find reason to do so at the second hearing. In addition, the bailiff posted a notice in chat for parties attending via Zoom. The notice included contact information for the program coordinator, instructions on how to move into the help desk breakout room and a list of resources with their contact information. If the judge referred a case to mediation, he read out the tenant's contact information so that the program coordinator could later contact them. He also gave the tenant the program coordinator's phone number and told the tenant to contact the program coordinator as soon as possible.

When the program first launched, the judge encouraged parties to use mediation, and strongly encouraged some parties to do so if he thought mediation would be particularly beneficial. If an attorney or party indicated they did not want to mediate, however, he did not require mediation. This changed over time, according to the judge. He noted in his interview that he became more insistent on the use of mediation. He said he also noticed a change in the attitude of some landlord attorneys, who started to request mediation after seeing the benefits for themselves.

The program coordinator attended the hearings, and Northern Illinois University law students and their supervisor staffed the help desk on Thursdays, the day status hearings were held. Each had a separate room on Zoom. Until January 2022, each also had an in-person presence in the jury room that is attached to the eviction courtroom. In January, the program coordinator determined that she could not attend to what was happening during the court call and answer parties' questions at the same time. She therefore decided to attend the call remotely and to contact parties referred to the program after the call was over.

Party Assistance

Tenants, and to some extent landlords, had access to financial counseling, housing counseling and legal services as well as mediation. They could also speak to the law students staffing the help desk during court hearings and go to the law library to get information about how to navigate the court process. Some of these services were available whether an eviction case had been filed or not. This report will focus on how parties accessed services once an eviction case was filed.

After their hearing ended, tenants could enter help desk's Zoom room (and the program coordinator's Zoom room until January) if they attended online, or they could go to the jury room to get information in person. Parties who asked for help desk assistance at their initial hearing generally needed assistance filing an answer. However, because of the high number of parties requesting help, the students moved from answering the parties' questions to getting



their contact information so that the law library could later email them an FAQ that answered the basic questions that most self-represented parties have.

Parties who contacted the program coordinator for other types of assistance or to set up mediation received a list of resources. The program coordinator then conducted an intake with the tenant. When the program coordinator attended the hearing in person, she handed the parties who attended the call in person a screening form they could fill out while waiting for their case to be called. The parties could check the boxes on the form of the services they wanted to receive. After their hearing, they gave her the form and she provided them with a list of resources based on their interests, or she took their contact information for mediation. For those attending via Zoom, she generally took their contact information back to her office so she could get in touch later.

If the program coordinator determined that the tenant would benefit from rental relief, the tenant completed a Google Form with the tenant's contact information, and the program coordinator informed the director of the rental relief agency that the tenant would like its services. The agency director prioritized mediation program participants for financial counseling in the hopes that they would know before the scheduled mediation date whether rental relief would be provided.

Tenants who requested legal assistance were directed to Prairie State Legal Services (PSLS). When they called PSLS, they would learn about resources to help them. If their income qualified them for legal services, they would at the very least get legal advice about their case. PSLS took the tenant on as a client if they determined that the tenant had a defense against eviction, such as they had paid the rent or had not been properly notified of the eviction.

Mediation

Mediation was available for cases involving rental units and homeowners' associations.¹² Parties were not eligible until the eviction was filed.

Parties were either referred to mediation by the judge or could request it themselves. In practice, very few parties requested mediation. It was not uncommon for the judge to refer a case to mediation at the initial hearing even if the tenant is not present.

Once the program coordinator had both sides' contact information she emailed them to schedule the mediation. This "welcome" email included an explanation of mediation and its benefits, along with a list of helpful resources. Attorneys new to the program were sent an email with a link to the court rule. Parties and attorneys were informed that the mediation would take place via Zoom, but that they could participate by phone if they wanted. If both

¹² In Illinois, homeowners' associations can file for eviction if association dues are not paid.



sides agreed to a date and time, she put it on the calendar and assigned a mediator. She almost always was able to schedule the mediation before the first status hearing took place, but if she had trouble scheduling the mediation, the mediation sometimes took place after that hearing and the judge would continue the case to a second status hearing.

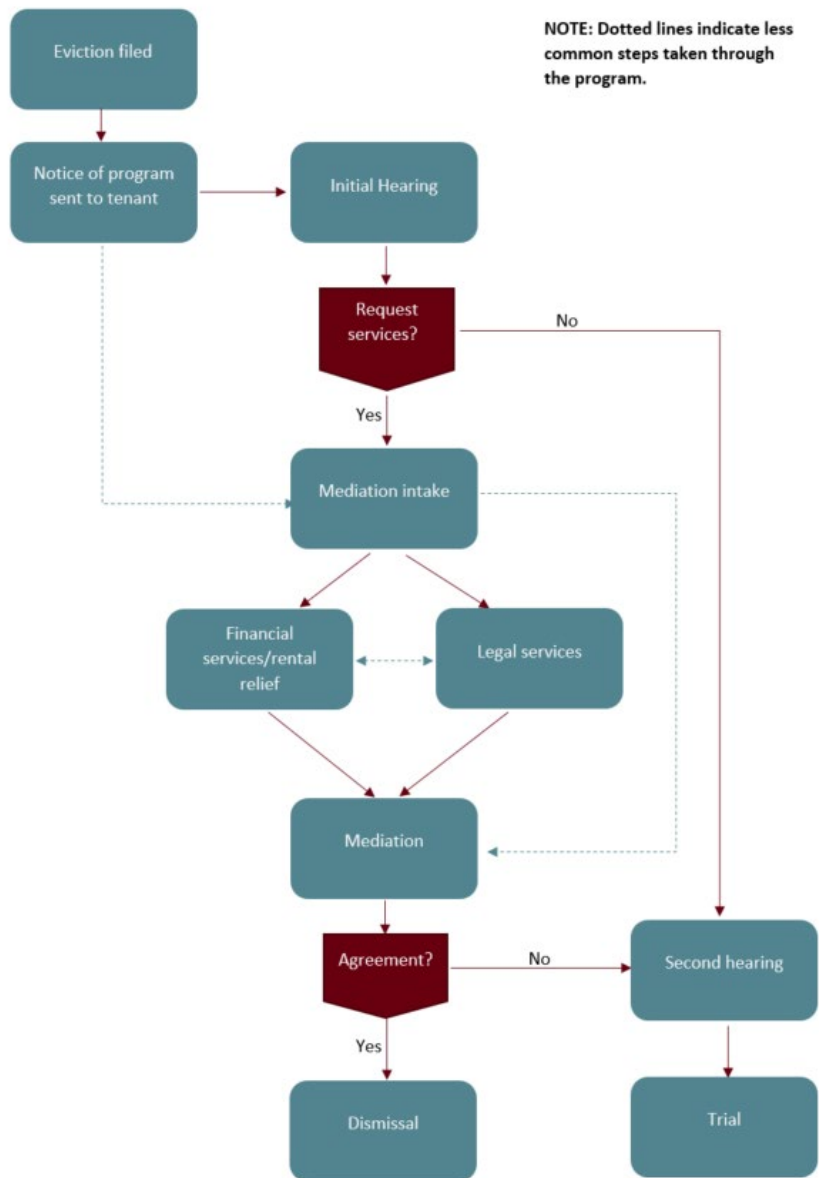
Mediations were scheduled between 8:00am and 4:00pm on weekdays. They were allotted 90 minutes and mediators were assigned a four-hour block, mediating all cases scheduled within that time period. They were paid a flat fee for each block they mediate. Mediation took place via Zoom. If a party needed an interpreter, that party and the interpreter both attended mediation from the program's conference room so that the interpreter could provide real-time translation. Otherwise, all parties attended mediation remotely. The landlord or their representative were required to attend, as were all named tenants unless one tenant had the authority to sign an agreement on any other tenant's behalf.

The program coordinator started the Zoom meeting, then turned off her video and microphone and sometimes listened for any concerns or to monitor a new mediator. The mediator started in joint session with an explanation of the process and asked the parties to sign a [confidentiality and mediation agreement](#). The mediator initially kept the parties together, asking the tenant to speak first, followed by the landlord or their attorney. If necessary, the mediator met with each party separately, moving to a breakout room to do so.

If the parties reached agreement in the mediation, the mediator ideally would write up the agreement while the parties remain on Zoom. More often, however, the parties came to a verbal agreement and the program coordinator helped the mediators to write up the agreement terms. She then emailed the agreement to the parties for their electronic signature via DocuSign. She noted that the sooner she could send the agreement, the more likely they were to sign. When one or both parties did not sign the agreement, she notified the judge that an agreement had been reached but had not been signed, which allowed the judge to follow up.



EVICTIION MEDIATION PROGRAM PROCESS



Appendix B: Methodology

Survey Data

Within 24 hours of each mediation, the program coordinator sent an email to participating parties and attorneys inviting them to complete a survey online about their experience. (See Appendix C for the text of the invitations.) Two surveys were available, depending on the participant's role in the case: an attorney survey, to be completed by attorneys representing the landlord, tenant or homeowner association (HOA), and a party survey (available in both English and Spanish) to be completed by tenants, landlords and other non-attorney parties in cases.

Surveys were sent to parties and attorneys regardless of whether they had completed a survey for a previous mediation. Individual attorneys participated in multiple mediations, and many completed multiple surveys. To obtain an unbiased sample, we identified those attorneys who completed multiple surveys by IP address and randomly selected one response from each attorney using a random number generator. Their other responses were removed from the dataset. Any completely blank responses were also removed. We determined that no party completed more than one survey.

In the survey, attorneys were asked who they represented. Any attorney "other" responses that indicated they represented an HOA were included with landlord attorneys for analysis purposes. Parties were asked what their role was. Any party "other" responses that indicated the respondent was a condominium owner were grouped with tenants for analysis; "other" responses that indicated the respondent was a property manager were grouped with landlords for analysis.

For determining whether the parties reached agreement in mediation, any "other" responses that indicated agreement were coded as "Yes, Other" and grouped with "Yes," while any responses that indicated no agreement were coded as "No." Any responses that remained unclear as to whether there was agreement were coded as "Other."

Comment Coding

Survey comments were coded. The report authors each independently identified themes for the comments after reviewing the comments three times. They then met to create a master list of themes, after which they independently coded each comment, again after reviewing the comments three times. They then met and resolved any discrepancies in the codes. See the table below for the codes and their definitions.



CATEGORY DEFINITIONS	
Categories	Definitions
Mediator	The mediator is described as acting positively or negatively
Other party	The other party is described as treating the respondent well or poorly
Fairness	The treatment of the respondent or the process overall is described as fair or unfair/biased or unbiased
Respect	The respondent describes being treated respectfully or disrespectfully
Voice	The respondent describes being able or unable to voice their feelings and opinions during mediation
Outcome	The outcome of the mediation is cited as a factor in the respondent's opinion
Helpfulness/clarity	The process is described as being helpful or clear/unhelpful or unclear
Positive/Negative	Respondent gives an overall positive or negative opinion of the proceedings
Efficiency/convenience	The program is described as being efficient or convenient/inefficient or inconvenient

Case Data

After the data collection period ended, we obtained .CSV downloads of case data from the program's case management system. Analysis was limited to cases enrolled in the mediation program from the program's inception through June 30, 2022. We reviewed the data for missing or conflicting data and asked the program coordinator to correct any issues.

For "mediation agreement specified," all cases for which mediation was reached were coded as either "Tenant moves out" or "Tenant stays," with an "Other" column added to capture any other elements included as part of the outcome (such as "Homelessness avoided" or "Repairs to be made").



Appendix C: Eviction Mediation Survey Invitations

Email to Parties (within 24 hours):

Subject Line: Your voice matters! Take a quick survey about mediation.

The eviction mediation program wants to know about your mediation experience. Your honest feedback about mediation for your case will provide valuable information to help the program improve. To help, please complete a [5-minute survey](#).

The court will not know whether you took the survey or see your responses.

Please [click here](#) to take the survey.

Thank you for your help!

Email to Attorneys

Subject Line: Help improve eviction mediation services. Take a quick survey.

The eviction mediation program wants to know about your mediation experience. Your honest feedback about mediation for your case ([case #]) will provide valuable information to help the program improve. To help, please complete a [5-minute survey](#).

The court will not know whether you took the survey or see your responses.

Please [click here](#) to take the survey.

Thank you for your help!



Appendix D: Eviction Mediation Surveys

Kane County Eviction Mediation Program Survey - Parties

WELCOME!

Thank you for taking our survey. Your responses will be used to improve services for people like you who are dealing with a possible eviction. The court will not know if you took the survey and will never see your responses.

PRELIMINARY QUESTIONS

1) What is your role in this dispute?

☐ Landlord

☐ Tenant

☐ Other - Please describe:: _____

2) For this dispute, did your lawyer participate with you in mediation?

☐ Yes

☐ No

☐ I don't have a lawyer

QUESTIONS ABOUT THE MEDIATION



3) During the mediation, how much were you able to express what was important to you?

☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat - 4 ☐ 5 ☐ 6 ☐ A great deal - 7

4) Was the mediator active enough in helping you work out the issues in your dispute?

☐ No

☐ Yes

5) Did the mediator treat you with respect?

☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat - 4 ☐ 5 ☐ 6 ☐ Very much - 7

6) Did the mediator push too hard to get you to settle?

☐ No, the mediator did not push too hard

☐ Yes, the mediator pushed too hard

7) How fairly did the mediator treat you?

☐ Not at all fairly -1 ☐ 2 ☐ 3 ☐ Somewhat fairly- 4 ☐ 5 ☐ 6 ☐ Extremely fairly- 7

8) How much did you trust the mediator?

☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat - 4 ☐ 5 ☐ 6 ☐ Very much - 7

YOUR EXPERIENCE OVERALL

9) Did you reach agreement in mediation?

☐ Yes, the agreement says that the tenant will stay

☐ Yes, the agreement says that the tenant will move out

☐ No, we did not reach agreement

☐ Other - Please describe:: _____



10) How satisfied are you with the outcome of mediation?

- ☐ Completely dissatisfied ☐ Mostly dissatisfied ☐ Somewhat dissatisfied ☐ Neutral
☐ Somewhat satisfied ☐ Mostly satisfied ☐ Completely satisfied

11) Overall, was the mediation process fair?

- ☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat - 4 ☐ 5 ☐ 6 ☐ Extremely - 7

12) Please explain your answer:

13) If a friend had a dispute like yours, how likely are you to recommend eviction mediation?

- ☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat - 4 ☐ 5 ☐ 6 ☐ Extremely - 7

14) Please explain your answer:



YOUR THOUGHTS

Please tell us more about your experience. Your thoughts are very important for helping the court serve the community and the people who have cases in the court.

15) Please tell us what you liked about the mediation.

16) Please tell us what you didn't like about the mediation.

17) Is there anything else you'd like to tell us?



TECHNOLOGY QUESTIONS

Your responses to the following questions will help us to be sure that everyone can access online mediation services. Thank you for taking the time to answer them.

Logic: Show/hide trigger exists.

18) How did you participate in mediation?

☐ I used my phone, tablet or computer to participate through video

☐ I called in by phone without video

☐ Other - Please describe: _____

Logic: Hidden unless: #18 Question "How did you participate in mediation?" is one of the following answers ("I used my phone, tablet or computer to participate through video")

19) What device did you use to participate in mediation?

☐ Laptop computer

☐ Desktop computer

☐ Tablet

☐ Mobile phone

☐ Other - Please describe:: _____

Logic: Hidden unless: #18 Question "How did you participate in mediation?" is one of the following answers ("I used my phone, tablet or computer to participate through video")

20) Did you need to do any of the following in order to participate in mediation? Check all that apply.

☐ Go to a public place to access a computer

☐ Go to a public place to access the internet

☐ Go to someone else's home to access the internet



☐ Borrow a computer or mobile phone

☐ Use your work computer or wifi

☐ None of the above

21) Did you experience any technical difficulties that made it hard to participate in the mediation?

☐ Yes

☐ No

22) If yes, please explain:

THANK YOU!

Thank you for taking our survey. Your response is very important to us and will help to improve our services.



Kane Eviction Mediation Survey - Attorneys

WELCOME!

Thank you for taking our survey. Your responses will be used to improve services to people who are dealing with eviction and the attorneys that help them.

PRELIMINARY QUESTIONS

1) Who did you represent in this case?

☐ Landlord

☐ Tenant

☐ Other - Please describe:: _____

QUESTIONS ABOUT THE MEDIATION

2) During the mediation, how much were you able to express what was important to your side?

☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat – 4 ☐ 5 ☐ 6 ☐ A great deal - 7

3) Was the mediator active enough in helping you work out the issues in your dispute?

☐ No

☐ Yes



4) Did the mediator treat you with respect?

☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat – 4 ☐ 5 ☐ 6 ☐ Very much - 7

5) Did the mediator push too hard to get you to settle?

☐ No, the mediator did not push too hard

☐ Yes, the mediator pushed too hard

6) How fairly did the mediator treat your side?

☐ Not at all fairly - 1 ☐ 2 ☐ 3 ☐ Somewhat fairly – 4 ☐ 5 ☐ 6 ☐ Extremely fairly - 7

7) How much did you trust the mediator?

☐ Not at all - 1 ☐ 2 ☐ 3 ☐ Somewhat - 4 ☐ 5 ☐ 6 ☐ Very much - 7

YOUR EXPERIENCE OVERALL

8) Did you reach agreement in mediation?

☐ Yes, the agreement says that the tenant will stay

☐ Yes, the agreement says that the tenant will move out

☐ No, we did not reach agreement

☐ Other - Please describe:: _____

9) How satisfied are you with the outcome of mediation?

☐ Completely dissatisfied ☐ Mostly dissatisfied ☐ Somewhat dissatisfied ☐ Neutral
☐ Somewhat satisfied ☐ Mostly satisfied ☐ Completely satisfied

10) Overall, was the mediation process fair?

☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat - 4 ☐ 5 ☐ 6 ☐ Extremely - 7



11) Please explain your answer:

12) If a colleague had a similar case, how likely are you to recommend eviction mediation?

☐ Not at all – 1 ☐ 2 ☐ 3 ☐ Somewhat - 4 ☐ 5 ☐ 6 ☐ Extremely - 7

13) Please explain your answer:

YOUR THOUGHTS

Please tell us more about your experience. Your thoughts are very important for helping the court serve the community and the people who have cases in the court.

14) Please tell us what, if anything, made the mediation effective.



15) Please tell us what, if anything, could have been improved about the mediation.

16) Is there anything else you'd like to tell us?

TECHNOLOGY QUESTIONS

Your responses to the following questions will help us to be sure that everyone can access online mediation services. Thank you for taking the time to answer them.

Logic: Show/hide trigger exists.

17) How did you participate in mediation?

() I used the link to participate through video

() I called in by phone

() Other - Please describe: _____



Logic: Hidden unless: #17 Question "How did you participate in mediation?" is one of the following answers ("I used the link to participate through video")

18) What device did you use to participate in mediation?

☐ Laptop computer

☐ Desktop computer

☐ Tablet

☐ Mobile phone

☐ Other - Please describe:: _____

Logic: Hidden unless: #17 Question "How did you participate in mediation?" is one of the following answers ("I used the link to participate through video")

19) Where did you access mediation?

☐ Work

☐ Home

☐ Other - Please describe:: _____

20) Did you experience any technical difficulties that made it hard to participate in the mediation?

☐ Yes

☐ No

21) If yes, please explain:



Thank You!

Thank you for taking our survey. Your response is very important to us and will help to improve our services.



Appendix E: Comments

Note: The comments are presented as they were written, with no edits, with the exception of the redaction of names.

EXPLANATIONS OF PERCEPTION OF FAIRNESS		
Parties		
Fairness Rating	Categories	Comment
Low (1-2)	Mediator, Voice	mediator only cares about getting the case out the court docket regardless of the outcome or feelings or rights of others
	Mediator, Fairness, Outcome	I was told by mediator that I was not to attend a court date due to moving out of property. She lied to me. The case went to trial and now I am to pay \$12,000. I am disabled and don't have the money to pay. Mediation was a cruel joke. I am completely boggled as to why mediation even exists in Kane County. The tenant will not win. Thanks for false hopes.
	Fairness, Voice	I felt like I was singled out because the landlord had his lawyer present and no one really seemed to care what I had to say because I didn't have a lawyer. I felt like I had to settle for whatever they said regardless of the situation.
	Fairness, Voice, Other (Power imbalance)	I felt like I was singled out because the landlord had his lawyer present and no one really seemed to care what I had to say because I didn't have a lawyer. I felt like I had to settle for whatever they said regardless of the situation.
	Other party, Outcome	They are being very close minded and not taking into consideration that my son is still in school and the fact that I did put effort to pay them \$3,000 but they did not accept and are still trying to evict me



	Fairness	I've spoken with [program coordinator] personally! Kane county is a joke it's built off of corruption and lies ! They steal from the little person then try to put them they the corrupt court system to give false hope! I pray that everyone who is apart of corruption and scandal in Kane county sees the inside of a jail cell! Right is right wrong is wrong! You've been placed in a position to help people not damage them .
	Mediator, Other party, Fairness, Respect, Voice, Outcome, Helpfulness, Negative	When we were in the meeting, they did not let me speak in order to come to a fair agreement and the mediator only wanted me to accept what the landlord said. For this reason I did not come to an agreement because they didn't let both parties express themselves you have to be rude and interrupt the other person so they will listen. For example, the landlord started to talk in an aggressive and arrogant manner and the mediator didn't do anything and later just let the landlord dictate the terms and I had to accept them and I didn't because the landlord was lying and the mediator didn't push to get an agreement such as providing proof or doing an analysis of the situation the mediator only concluded there was no agreement and there could never be an agreement between the parties the mediator never saw it with motivation that the process was fair to both parties.
	Fairness, Voice	I felt pressured to file an answer at my first court date. I told the judge I didn't need another 30 days. This ended up costing me a lot more money than it had to. My motion response answer wasn't even brought up. I learned a lesson that will cost me triple for choosing not to take advantage of a corrupt system.
	Negative	This is not something that should be done via zoom
Medium (3-5)	Positive	[Program coordinator] was great and she did her best. I appreciate it
	Fairness, Positive	Very good experience thank you trying to help both parts
	Other party, Voice	I owe no money however due to me filling a claim against landlord's insurance due to a fall on property resulting in a knee replacement. Landlord retaliated against me. He stated he would drop eviction if i dropped insurance claim. Currently battling stage 3 cancer and very ill amd it mattered to noone.
	Fairness	I felt biasness.



	Mediator, Other party, Fairness, Voice, Outcome	I explained my situation to the lawyer giving him my reasons and telling him I have proof for my reasons and am trying to come to an arrangement to pay not denying that I will pay, explaining that I don't have all the money together to pay and could they give me time they denied and didn't accept my request and the mediator just asked how I could get the money never asked the lawyer if there was another option
	Mediator, Other party	The mediator was very nice. However, only the plaintiffs attorney was present and was unwilling to compromise, so our mediation was short and quick. No other resolution or alternatives were offered or suggested. I was not surprised at the outcome at all. This will most likely go to trial.
	Other party, Fairness	I can only say that they always are inclined toward the plaintiff and [?] always has to cede to the plaintiff although the plaintiff acts badly when the defendant is speaking the truth
	Mediator, Other party	I feel that the mediator could have asked the counsel for the landlord on what they where truly allowed to offer as the negotiations where not meet, and there was little to not flexibility shown or given our situation.
	Other party, Fairness, Outcome	I really didn't have a chance because I don't have money so now I have to go with no where to go with four kids all are under 18 we don't have family we don't have help all I can tell you guys is that life is hard and if you have family you're blessed I never had nobody to help me my oldest children father was killed in 2010 I made it the best I could that was awful now I have to be homeless all because my landlord wanted to be [greedy] thanks a lot court system for still throwing us out thanks a lot I had a bullet hole in my window that landlord never fixed for 2yrs I mean it was numerous things that he didn't do as a property owner or a landlord and after all that he still won life is crazy cold world
	Mediator, Other party, Other (Power imbalance)	The meditation rep was awesome the defendants and their attorney were very overwhelming but it's okay God has my back in this. I'm thankful to have had the meditation rep there
	Mediator	I thought the Mediator was going to somewhat participate and there was no participation by the Mediator except to explain the "rules" and confidentiality. So, was disappointed in that



		respect. What's the point of a Mediator if they do not participate at all?
	Other party	Disappointed that the plaintiff refused to accept rental assistance.
	Mediator, Other party, Fairness	I felt like my landlord was making me to look like a bad tenant when I'm just going through a hard time and he's not being understanding. I also felt like the mediator was taking his side and trying to make me settle even though I'm not in a good situation to move at all
High (6-7)	Voice	Did not have a chance to offer a discounted settlement in full.
	Outcome, Efficiency/ convenience	Very easy and we settled the case
	Helpfulness/ clarity	I understood the terms, the situation and the procedure. I never felt uncomfortable.
	None	I thought the mediator from court was going to be participating as well but she wasn't there. However, they explained why she wasn't there
	Mediator, Respect, Helpfulness/ clarity	Our mediator was fantastic! I was stressed and she calmed me, she empathized with me and treated both parties with respect. She made sure each party understood what was going on and she was very patient and knowledgeable.
	None	Good afternoon I hope to come to a good agreement in which they don't kick me out of my home I hope not to lose my home and that I have place for my children I hope to God everything works out well
	Outcome	It works for my case.
	Outcome	Meeting halfway / compromise is a fine theory, but to get agreement on finalizing the eviction action I conceded more than I initially wanted to. Like someone borrows \$20, gives you \$10 and says that's all they have. Generates some resentment.



	Mediator, Fairness, Voice	Both sides were able to express their opinions or concerns. Whenever overtalking occurred, the mediator was able to redirect and have one of the parties put their microphone on mute while the other party spoke. Overall I thought it was a fair process
	Mediator, Helpfulness/clarity	i thought [mediator] was very kind , compassionate, and was very helpful . I thank her.
	Positive	I left with some peace in mind
	None	I don't know what to say
	Fairness, Helpfulness/clarity	It helps to try to come to an arrangement with both parties being satisfied of the truth [translated from Spanish]
	Fairness, Voice, Outcome	Both parties were given time and opportunity to explain, negotiate, and ultimately come to an agreement.
	Fairness, Helpfulness/clarity, Positive	I had a positive experience and it was helpful to both parties....
Attorneys		
Fairness Rating	Categories	Comment
Medium (3-5)	Efficiency/convenience	Program is being unnecessarily pushed upon the parties. Would have worked out same deal with tenant on our own
	Efficiency/convenience	Mediation was fine. Not really sure why we are being pushed to use this service though at this time as most landlords either want the tenant to get rental assistance or they want them out of their property. Can understand if there is/was a counterclaim but that is not the landscape right now. I would have offer tenant the exact same deal and everyone would have agreed and the process would have taken 10 minutes instead of 2 hours.
	Fairness	In this case, the mediation was fair because both sides were represented.



High (6-7)	Other party	The opposing party did not participate in good faith. The other party was clearly not interested in reaching a settlement from the outset.
	Other party	The facts favored Landlord as Tenant owed a significant amount of rent and stated he had no funds to pay the balance. Overall, the process was fair, but Tenant did not have much of an argument to remain.
	Other	This mediation had other underlying issues that made it hard to come to an agreement. I felt those underlying issues did not have much to do with the eviction matter itself.
	Other party	The tenant thought the mediator could just make it go away so the mediator did not have a fair chance in settlement -
	Mediator, Fairness	The mediator treated both sides fairly, but there was nothing to mediate in that the tenant had no funds and only recently had begun to look for aid.
	Other party, Fairness	The mediation was fair. One party did not appear interested in mediation at all but only wanted his side heard. They were unwilling to move from their position, even though their position was not clear. This could be from the fact the party was unrepresented and not aware of what the eviction court has the authority to do.
	Mediator, Fairness, Outcome, Helpfulness/ clarity	We got what we wanted and the mediator helped to sell it. It was reasonable and gave the tenant a chance to succeed. It is now on the tenant.
	Fairness, Voice, Outcome	I think both sides were able to present their respective positions and a acceptable resolution was reached for both parties.
	Outcome	We were able to work out a move out date.
	None	I don't have any other comments
	Fairness, Voice	Both sides were able to express their positions even though no agreement was reached.
	Fairness, Voice	Both sides got to state their positions.



	Mediator, Fairness, Voice, Outcome	Both sides were heard and the Mediator ensured that an agreement was reached that benefited both sides.
	Mediator, Fairness, Voice, Outcome	The mediator listened to both sides. We were able to reach an agreement that was amenable to my client. We both had to compromise some but we were able to come to an agreement.
	None	Any concerns I have have nothing to do with the mediation process.
	Helpfulness/ clarity	facilitated a conversation
	Fairness	No bias was shown to either party.
	Fairness, Voice	both sides were given the chance to present their positions
	Mediator	Mediator was excellent!

EXPLANATIONS OF WILLINGNESS TO RECOMMEND		
Parties		
Recommend Rating	Categories	Comment
Low (1-2)	Fairness, Helpfulness/ clarity	Nothing was done to help me. It was against me from the start.
	Outcome	I had no other option but to choose the one where I had to move so I would recommend them to get a lawyer if they can afford one
	Fairness	This system is corrupt!
	Mediator, Fairness	They need to improve their personnel to be more communicative and that remains neutral between the parties.



	Mediator	Mediator doesn't care
	Helpfulness/ clarity, Negative	No point. Get a lawyer
	Mediator, Helpfulness/ clarity	I'm sorry I didn't feel compliant you were very nice trying to help me I am going to wait for the lawyer's response she is going to ask the association if they will accept a payment thank you very much for your help
Medium (3-5)	Other party, Outcome	It's sad when you did morning wrong yet are being evicted with a baby and the landlord only cares about money that doesn't even pertain to rent as it has been paid every month
	Positive	Very good
	Other party	My case is somewhat unique as it was not about nonpayment. It is about landlord harassment and retaliation. Altho I offered mediation, I was not surprised at the plaintiffs unwillingness to mediate.
	Outcome, helpfulness	Nothing was fixed.
	Other (Depends)	Each case must be treated separately, as per due process.
	Positive	It's a good thing to do then have to go to court.
	Positive	I am happy about the program.
	Positive	I would refer a friend.
	Mediator, Other party, Voice, Positive	It was a good meeting, I felt heard by the mediator, not necessarily the other party, but overall it was a good alternative to an immediate court proceeding.
	Helpfulness/ clarity	It helps people realize they have options and they're not stuck without hope.
	Other party, Negative	I think this just sucks for both parties and both sides need to be open minded
	None	None



	Helpfulness/ clarity	For people with similar problems, it is of much help and relief to obtain this kind of information and help.
High (6-7)	Positive	I wish that mediation would have been an option sooner.
	None	I hope to come to a good agreement. I don't want to lose my home.
	Mediator, Fairness	I kind of feel like the mediator was taking his side and wasn't putting every option on the table like she should have
	Outcome, Efficiency/ convenience	Only because you don't have to sit in court for an hour just to see the case continued. In my case, we have an agreement and it's up to the tenant to abide by it. If they don't my only option is back to court.
	Helpfulness/ clarity, Efficiency/ convenience	It's an overall helpful situation to be in , because we all know court time cost money.
	Positive	if they had the same experience i did all is fine
	Positive	I had a positive experience.
	Fairness, Helpfulness/ clarity	Worked on all our behalfs
	Other party	All sides seemed in agreement
	Fairness, Positive	ITS A VERY GOOD AND FAIR PROCESS TO GET A RESOLUTION REGARDLESS OF WHETHER ITS ACHIEVABLE OR NOT
	Helpfulness/ clarity	It helped
	Positive	Great experience
	Efficiency/ convenience	You can save the time
	Helpfulness/ clarity	It can only help.
	Fairness	People should be able to feel equal and comfortable regardless of the their race or offense (charges/case)



	Other (Privacy)	It is much better to talk in private to come to an agreement.
	Positive	I would recommend it very highly.
	None	Otherwise judge will feel that this party doesn't want to mediate
	Mediator, Fairness, Respect, Voice, Outcome, Helpfulness/ clarity	Fair experience that provides the tenant with some respect and does not allow the landlord to dictate the terms. In my case, the landlord and his attorney sought to terminate my lease immediately. Instead with the help of the mediator we showed that rent was paid through mid - June already. Great job!
	Positive	Its good to have a third person mediate so both parties could have a chance at coming to a possible agreement. Also it keeps things in order
	Respect, Helpfulness/ clarity	Very helpful and respectful
	Positive	Great
	Positive	Great
Attorneys		
Recommend Rating	Category	Comment
Low (1-2)	Helpfulness/ clarity	Not necessary in all cases.
	Helpfulness/ clarity	See prior explanation. Mediation works when both parties have claims against each other. Evictions (especially right now) are very one sided. Tenants don't have the money and that is why they didn't pay.



	Efficiency/ convenience	Before ZOOM court Judge Dalton would order the parties to go out in the hallway to see if they could resolve the matter and in 10 minutes the parties, without a mediator, would reach the same result it now takes 60 to 90 minutes for a mediator to reach. Court order mediation is a waste of time and money.
	Other party	This answer is more reflective of the actual circumstances in this case wherein one side had no interest in negotiating. Even when he said he wanted a certain period of time to move and we agreed to that, the goal kept moving and went back to I will move when the judge says I have to move.
	Efficiency/con venience	Mediation is inefficient and wastes time when an attorney is involved unless the mediator can push the tenant to a reasonable position.
Medium (3-5)	Helpfulness/ clarity	In many situations there is no solution.
	Other party, Helpfulness/ clarity	It really depends on the issue and what effort the tenant has made to mitigate the situation. There are some situations in which I don't think mediation can help and the tenant is using the process to extend his tenancy to the detriment of the landlord.
	Helpfulness/ clarity	I think mediation can be useful when both sides are represented by attorneys. But pro se litigants will have a hard time having their rights protected in this setting. Mediators tend to phrase things in a way that makes a tenant feel they have no choice.
	Other party	Mediation usually only works if both parties participate in good faith and come to the table with proposals that can be discussed and compromised to reach an agreement.
	Helpfulness/ clarity, Efficiency/ convenience	The mediation was helpful in this matter, but there are times when the mediation just ends up costing the client more money.
	Outcome, Efficiency/ convenience	Saved the case from going to trial.



High (6-7)	Mediator	[Really] depends on the mediator. [Name redacted] was great. [Name redacted] not so much on a different file.
	Efficiency/ convenience	Mediation has the ability to resolve the case with limited expense to the parties and resolve it more expeditiously.
	Efficiency/ convenience	Quick resolution of matters.
	Fairness, Efficiency/ convenience	The fact that we were able to work out an agreement without going to court was very helpful. I believe it helps both sides.
	Positive	Well done

WHAT PARTIES LIKED ABOUT MEDIATION	
Categories	Comment
Efficiency/convenience	Zoom
Positive	I did not participate but my brother was pleased.
Positive	It was a longer then Expected but we handled it and completed that day and I'm very much happy that we finished at
Efficiency/convenience	First I liked the thought of the zoom call conference it made me just a little more comfortable. I would recommend.
Fairness, Respect, Voice	The mediation experience allowed me to maintain my dignity and self-respect while appreciating the landlord's financial obligations. This is best exemplified by the mediation process scheduling of opportunities for all parties to communicate and to gain a unique appreciation for our respective responsibilities.
Positive	It was easy to talk and go over everything.
Mediator, Voice, Helpfulness	The mediator brought up all of my concerns that I had forwarded. He also made sure that I understood everything that we discussed as far as the possible outcomes since we had not come to an agreement.
Mediator, Helpfulness/clarity	The mediator did an excellent job explaining each and every step and even went as far as explaining what legal terms meant and what the whole process would be like.



Positive	Loved [it]
Efficiency/convenience	The process was smooth
Mediator, Other party	No egos . The lawyer and the mediator were very kind . I am grateful for their kindness regardless of the outcome .
Helpfulness/clarity	The interpreter was very clear
Negative	Nothing
Negative	Nothing
Helpfulness/clarity	In my case, it was was not helpful so I have no comments to offer.
Fairness, Respect, Helpfulness/clarity	Very clear in the important points, very fair and very clear about the options that one can have to resolve the problem. Immediate attention. They were respectful.
Mediator, Fairness, Helpfulness/clarity	The rules and [purposes] of the mediation where explained well and the mediator did remain [neutral] during the process.
Mediator, Respect	She was very Respectful
Helpfulness/clarity	That the whole time they were informing me and in my language
Negative	I like that I thought I might of had a chance☺
Voice	I think that the tenants need too be heard more often
Mediator, Fairness, Voice, Outcome	Both sides were heard and the mediator listened and it turned out to benefit both sides.
Outcome	That it was made very clear that the person living in the home was not supposed to be there!
Outcome	The fact that I won't have to go back to court
Mediator, Other party, Respect	There was lots of laughter from the landlord whom I had called police on for harassment. She is mean and mentally abusive. Behavior like her laughing needs to be addressed and it most definitely was ignored by the mediator.
Other party, Helpfulness/clarity	I was adamant that this was a stall tactic by the renter but now see he genuinely wants to pay and do the right thing



Fairness	Everything was treated fairly for both tenant and landlord
Voice	Spoke freely
Helpfulness/clarity, Efficiency/convenience	I was able to schedule the meeting when it was convenient for me and I appreciated being able to use zoom. It helped relieve some of the pressure and stress.
Outcome	What I liked was that maybe we could come to a good agreement and pay the rent and I wouldn't want to lose my home for my children I will hope
Efficiency/convenience	A chance to solve our issues
Efficiency/convenience	I liked the mediation that we were easily able to communicate from the comfort from a familiar setting.
Valence	It was simple and effective.
Efficiency/convenience	No need to get drive to the court waste time and money
Voice	That I was given a chance to be heard
Voice, Helpfulness/clarity	I think it's awesome that people get a chance to explain their side and if they do get another chance to keep their home I think that's great
Mediator, Fairness	The meditation rep was very fair to me and I appreciated her trying to get those fees taken down
Mediator, Positive	It's a pretty good program and the mediators showed their professionalism. If I have to say sth for improvement, I would prefer the mediation date set up slightly earlier. In my case it was set up 3 days before court date. But I understand it may be because of the heavy workload to the mediators.
Mediator, Helpfulness/clarity, Positive	Very cordial. Mediator was very good about getting to the core issues and finding middle ground.
Mediator, Respect, Voice, Outcome	Primarily, the treatment of the mediator because the mediator was very respectful and helped me to have confidence to express myself. Without doubt, the mediator was a key piece in coming to an agreement. I am 100% satisfied with the mediator's efforts.
Outcome	I'm glad I don't have to move out



Efficiency/convenience	I like how the timelines are quicker than going through the whole eviction.
Mediator, Fairness, Respect, Negative	I didn't like anything because the mediator was always on the landlord's side. She only asked the landlord what he wanted and only asked the tenant whether they were in agreement or not. This is not negotiation and only makes it so that other people can offend you and can tell you whatever they like including lack of respect.
Non-responsive	Mediation is required. But great injustice has happened to the landlords during COVID-19 by governor of Illinois. Mediation department should let him and CDC know about this.
Non-responsive	[Name redacted] council men and Judge [name redacted] are corrupt! They lie and cheat people for a living !
N/A	I like [program coordinator], she was awesome at laying out how we both wanted. I think there shouldn't be a change from one meeting to the next. If they say.... That.... Should not be changed

WHAT PARTIES DISLIKED ABOUT MEDIATION	
Categories	Comment
Negative	i did not like the whole process
Mediator, Fairness	Being lied to by mediator ruined any chances of justice.
Other party	Other party constantly interrupting
Other party	The plaintiffs attitude.
Voice	There was no way in which I could say "I wasn't in agreement" or "this wasn't fair".
Negative	The way they conduct the meetings
Mediator, Other party, Fairness, Voice	I didn't like that my landlord his lawyer and the person doing the meditation got to go in the lobby and come to an agreement without me he got to do what he wanted to do and it didn't matter what I wanted



Voice	My voice felt unheard and that it didn't really matter.
Mediator, Other party, Fairness, Voice, Efficiency/convenience	The landlords attorney kept talking over me. Mediator said nothing to him all but once to allow me to talk. But when I did it to him I was given a warning? What is that?! How is that fair? This is why these meetings need to be done in person.
Other party	I didn't like how my landlord would agree on something and by the end he changed his mind. The first meeting I believe was more successful than the last.
Voice	I HAD MY OWN PROPOSAL BUT DID NOT GET THE OPPORTUNITY TO PRESENT IT ALTHOUGH I UNDERSTAND THE REASONS FOR THAT.
Outcome	I would like to come to an agreement
Helpfulness/clarity	Too quick and not enough information
Outcome	If the tenant abides by the agreement, it works to close the case and move on. If the tenant does not abide, we're on the court docket again.
Outcome, Efficiency/convenience	I wish it was quicker to enforce the entire agreement if they do not abide by all parts of it. I have been through this before and last time the tenant moved out as promised but never paid the money he owed. Then we still have to go through months of court dates to enter the monetary judgement spending a lot more money on attorney fees with only a slight chance we will ever get the money from the tenant.
Mediator, Fairness	The mediator spoke up for opposing council when she kept telling me she was just there to listen! She was a fraud and I told her too you reap what you sow!
Mediator	That the mediator didn't do anything to try to reach an agreement she practically did nothing and the mediation didn't even last 30 minutes.
Helpfulness/clarity	I didn't understand the things I was supposed to do. It never should have even went that far.
Other party, Fairness	You should try to convince the party who is going to loose to come to common ground. I felt biasness towards sex, color, marital status.
Respect, Positive, Other (Nothing)	There was nothing about the mediation meeting I didn't like. Everyone was kind and respectful



Mediator	No assistance by the Mediator, no participation whatsoever.
Other (Nothing)	Nothing
Other (Nothing)	Nothing
Other (Nothing)	Nothing
Other (Nothing)	N/A
Other (Nothing)	There wasn't anything I didn't like.
Other (Nothing)	Nothing
Other (Nothing)	I have nothing to dislike.
Other (Nothing)	Nothing
Other (Nothing)	There was no such thing
Other (Nothing)	N/a
Other (Power imbalance)	I feel that if you're going to do mediation to make sure you have an attorney/lawyer to represent you as they are more familiar with your rights.
Other (Power imbalance)	I felt outnumbered because the Landlord not only had one lawyer present. Halfway through mediation, another lawyer joined. I felt as if I NEEDED legal representation for myself. I think that all parties should have been there in the beginning when mediation first started.
Other (Power imbalance)	Only part to dislike is going up against a trained lawyer.
Other (Power imbalance)	Put on the spot to figure out the dollar amount owed with attorneys fees
Non-responsive	I didn't like being there in the first place .
Non-responsive	We thought you offered homelessness services.
Non-responsive	Having to do it in the first place haha, but it was about the best scenario that I could've come out with!
Other	Web problems.



WHAT ATTORNEYS FOUND EFFECTIVE ABOUT MEDIATION	
Attorneys	
Categories	Comment
Mediator	The mediator was clearly experienced, had a good demeanor, and made a good faith effort to move the opposing party off its intractable position.
Mediator	The mediator was extremely helpful
Mediator	[Redacted], the mediator, did an excellent job.
Mediator	The mediator attempted to get both sides to see that a court resolution would favor one side or the other.
Mediator	The mediator was very effective.
Mediator	In this case, the mediator remained pretty hands-off, but jumped in from time to time to summarize where things were at.
Mediator	The mediator kept the parties focused on talking about things that mattered. Suggested splitting the difference on money and move out dates; which seems obvious but was done very well and in a way that both parties could agree on.
Mediator	I thought the mediator was great.
Mediator	The mediator knew what the parties wanted and worked to achieve that.
Mediator, Fairness, Voice	Letting both parties express their position and the mediator asking pointed questions to "stress test" each parties arguments.
Mediator, Voice	The mediator allowed the sides to talk and did not seek to dominate.
Voice, Other (Privacy)	Being able to voice our wants in a confidential setting.
Mediator, Other party	The owner was not disputing any of the \$ amounts due and owing, just wanted to work out a way to pay. This made getting to an agreement much easier. Mediator also did not impede what was happening - I have had other mediators step in and give their own opinion or push an owner to not agree to things, but this mediator only stepped in to



	clarify and make sure we both understood each other. That was extremely nice and made the process easy.
Voice	Communication
Other (Interpreter)	The interpreter. Tenant only spoke Spanish so very helpful to have her present so that everyone could understand each other.
Other (Enforcement)	Having the court to enforce the agreement helped my client feel at ease about compromising.
Other (Nothing)	It wasn't effective in our case.
Non-responsive	I think with tenants it seems like an extra step -- that takes up time Non-payment is just that --clear cut

WHAT ATTORNEYS WOULD IMPROVE ABOUT MEDIATION	
Attorneys	
Categories	Comment
Mediator	Mediator was more of a compromiser, split the difference type , rather than head knocking, or explaining to the parties why they are better off settling type
Mediator	The mediator we had was not a regular mediator that assists this program. He was at times not able to control the situation as well as I though he should.
Mediator	The mediator in this case stated that he didn't have knowledge of the law relating to proper notice before an eviction. Mediators don't have to act like lawyers, but if they do not have basic knowledge of the law, they may mis-represent a likely outcome if no settlement is reached.
Other party	See above response to question 13.
Efficiency/convenience	Using breakout rooms to more effective negotiate.
Mediator, Efficiency/convenience	The mediator spent a lot of time on the money owed, but in this environment, the landlords often just want possession of the property back as most monetary agreements are aspirational since you are relying on a tenant to pay voluntarily and landlords have



	waited over a year to remove some tenants. In my experiences if you can get a possession date first, the money is more likely to be negotiable by the landlord.
Efficiency/convenience, Other (Technology)	Tenant was on the phone and mediator had to keep going back to him.
Other (Nothing)	Nothing.
Other (Nothing)	Nothing.
Other (Nothing)	I do not have any suggestions at this time.
Other (Nothing)	Nothing could have improved the situation. But the problem was not the mediator. The mediator had nothing to work with from the tenant's side.
Other (Nothing)	Nothing really. Just wasn't really helpful with my case.
Other (Process)	I think its unfair to let the tenants lead the discussion. It's the landlord's claim, and the claimant should always present first.
Non-responsive	This was my first time

Appendix F: Statistical Analyses

PARTY RESPONSES

During the mediation, how much were you able to express what was important to you?

Mean response comparison: Landlord vs Tenant

Two-sample t test with equal variances

Group	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
Landlord	13	5.307692	.4854896	1.750458	4.249901	6.365483
Tenant	49	5.020408	.307903	2.155321	4.401328	5.639489
combined	62	5.080645	.2624966	2.066901	4.555751	5.60554
diff		.2872841	.6491234		-1.011156	1.585724

```
diff = mean(Landlord) - mean(Tenant)          t = 0.4426
Ho: diff = 0                                degrees of freedom = 60
```

```
Ha: diff < 0
Pr(T < t) = 0.6702
```

$$\text{Pr}(|T| > |t|) = 0.6597$$

```
Ha: diff > 0
Pr(T > t) = 0.3298
```

**Mean response comparison: Party had attorney vs Party did not have attorney**

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	59	5.101695	.2688753	2.06527	4.563483	5.639907
Yes	4	5.25	1.181454	2.362908	1.490086	9.009914
combined	63	5.111111	.2600869	2.064376	4.591205	5.631018
diff		-.1483051	1.075143		-2.298187	2.001577

diff = mean(**No**) - mean(**Yes**) t = -0.1379
 Ho: diff = 0 degrees of freedom = 61

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = **0.4454** Pr(|T| > |t|) = **0.8907** Pr(T > t) = **0.5546**

Mean response: Party reached agreement v party did not reach agreement

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	23	4.608696	.4251906	2.039143	3.726904	5.490487
Yes	33	5.393939	.3560606	2.045412	4.668668	6.119211
combined	56	5.071429	.2754655	2.061395	4.519383	5.623474
diff		-.7852437	.5548963		-1.897744	.3272563

diff = mean(**No**) - mean(**Yes**) t = -1.4151
 Ho: diff = 0 degrees of freedom = 54

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = **0.0814** Pr(|T| > |t|) = **0.1628** Pr(T > t) = **0.9186**



How much did you trust the mediator?

Mean response: Party was landlord v Party was tenant

Two-sample t test with equal variances

Group	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
Landlord	13	5.769231	.5207717	1.877669	4.634567	6.903895
Tenant	48	5.583333	.2774525	1.922248	5.025171	6.141496
combined	61	5.622951	.2431172	1.898806	5.136644	6.109258
diff		.1858974	.5982018		-1.011102	1.382896

diff = mean(Landlord) - mean(Tenant) t = 0.3108
 Ho: diff = 0 degrees of freedom = 59

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.6215 Pr(|T| > |t|) = 0.7571 Pr(T > t) = 0.3785

No significant difference

Mean response: Party had a lawyer v Party did not have a lawyer

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	58	5.551724	.2522403	1.921005	5.046622	6.056827
Yes	4	7	0	0	7	7
combined	62	5.645161	.2401929	1.891281	5.164866	6.125457
diff		-1.448276	.967926		-3.384416	.4878644

diff = mean(No) - mean(Yes) t = -1.4963
 Ho: diff = 0 degrees of freedom = 60

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.0699 Pr(|T| > |t|) = 0.1398 Pr(T > t) = 0.9301

No significant difference

**Mean response: Party reached agreement v party did not reach agreement**

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	22	5.090909	.4554104	2.136064	4.143831	6.037987
Yes	33	5.818182	.3181818	1.827815	5.170067	6.466297
combined	55	5.527273	.2657238	1.97066	4.994529	6.060017
diff		-.7272727	.5383084		-1.806983	.3524373

diff = mean(**No**) - mean(**Yes**) t = -1.3510
 Ho: diff = 0 degrees of freedom = 53

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.0912 Pr(|T| > |t|) = 0.1824 Pr(T > t) = 0.9088

No significant difference

If a friend had a dispute like yours, how likely are you to recommend eviction mediation?**Mean response: party was a landlord v party was a tenant**

Two-sample t test with equal variances

Group	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
Landlord	10	5.7	.4955356	1.567021	4.579021	6.820979
Tenant	45	5.222222	.3316456	2.224746	4.553835	5.89061
combined	55	5.309091	.2852994	2.115837	4.7371	5.881082
diff		.4777778	.7437589		-1.014014	1.969569

diff = mean(**Landlord**) - mean(**Tenant**) t = 0.6424
 Ho: diff = 0 degrees of freedom = 53

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.7383 Pr(|T| > |t|) = 0.5234 Pr(T > t) = 0.2617

No significant difference

**Mean response: Party had an attorney v party did not have an attorney**

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	53	5.301887	.2933527	2.13564	4.713232	5.890542
Yes	3	6	1	1.732051	1.697347	10.30265
combined	56	5.339286	.281781	2.108656	4.774584	5.903987
diff		-.6981132	1.25937		-3.222998	1.826772

diff = mean(**No**) - mean(**Yes**) t = **-0.5543**
 Ho: diff = 0 degrees of freedom = **54**

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = **0.2908** Pr(|T| > |t|) = **0.5816** Pr(T > t) = **0.7092**

No significant difference

Mean response: Party reached agreement v party did not reach agreement

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	22	4.590909	.4494301	2.108014	3.656268	5.52555
Yes	32	5.78125	.3612656	2.043627	5.044444	6.518056
combined	54	5.296296	.2903402	2.133556	4.713948	5.878645
diff		-1.190341	.5732628		-2.340677	-.040005

diff = mean(**No**) - mean(**Yes**) t = **-2.0764**
 Ho: diff = 0 degrees of freedom = **52**

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = **0.0214** Pr(|T| > |t|) = **0.0428** Pr(T > t) = **0.9786**

Participants who reached agreement say they are more likely to recommend mediation than those who did not reach agreement



Overall, was the mediation process fair?

Mean response: Party was a landlord v party was a tenant

Two-sample t test with equal variances

Group	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
Landlord	11	5.363636	.6363636	2.110579	3.94573	6.781543
Tenant	46	5.130435	.3163938	2.145887	4.493185	5.767685
combined	57	5.175439	.2811126	2.122354	4.612302	5.738575
diff		.2332016	.7180863		-1.205876	1.672279

diff = mean(Landlord) - mean(Tenant) t = 0.3248
 Ho: diff = 0 degrees of freedom = 55

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.6267 Pr(|T| > |t|) = 0.7466 Pr(T > t) = 0.3733

No significant difference

Mean response: Party had an attorney v party did not have an attorney

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	55	5.145455	.2871175	2.129321	4.569819	5.721091
Yes	3	6	1	1.732051	1.697347	10.30265
combined	58	5.189655	.276589	2.106439	4.635795	5.743515
diff		-.8545455	1.254796		-3.368205	1.659114

diff = mean(No) - mean(Yes) t = -0.6810
 Ho: diff = 0 degrees of freedom = 56

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.2493 Pr(|T| > |t|) = 0.4987 Pr(T > t) = 0.7507

No significant difference

**Mean response: Party reached agreement v party did not reach agreement**

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	23	4.26087	.4274078	2.049776	3.37448	5.147259
Yes	33	5.787879	.3474953	1.996209	5.080054	6.495704
combined	56	5.160714	.2857853	2.138621	4.587988	5.733441
diff		-1.527009	.5481989		-2.626082	-.4279366

diff = mean(**No**) - mean(**Yes**) t = -2.7855
 Ho: diff = 0 degrees of freedom = 54

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.0037 Pr(|T| > |t|) = 0.0074 Pr(T > t) = 0.9963

Participants who reached agreement say the process was more fair than participants who did not reach agreement

How fairly did the mediator treat you?**Mean response: Party reached agreement v Party did not reach agreement**

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	22	5	.451069	2.115701	4.061951	5.938049
Yes	33	6.121212	.2744056	1.57634	5.562266	6.680158
combined	55	5.672727	.2530016	1.87631	5.16549	6.179965
diff		-1.121212	.4980166		-2.120107	-.1223174

diff = mean(**No**) - mean(**Yes**) t = -2.2514
 Ho: diff = 0 degrees of freedom = 53

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.0143 Pr(|T| > |t|) = 0.0285 Pr(T > t) = 0.9857

Participants who reached agreement say the mediator treated them more fairly



Did the mediator treat you with respect?

Mean response: Party reached agreement v party did not reach agreement

Two-sample t test with equal variances

Variable	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
No	23	5.782609	.3497968	1.677566	5.057175	6.508043
Yes	33	6.454545	.222294	1.276982	6.001747	6.907343
combined	56	6.178571	.1975617	1.478416	5.782649	6.574494
diff		-.6719368	.3948292		-1.463522	.1196482

diff = mean(**No**) - mean(**Yes**) t = **-1.7018**
 Ho: diff = 0 degrees of freedom = **54**

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = **0.0473** Pr(|T| > |t|) = **0.0945** Pr(T > t) = **0.9527**

No significant difference



COMPARISON OF PARTY RESPONSES TO ATTORNEY RESPONSES

During the mediation, how much were you able to express what was important to [you/your side]?

Two-sample t test with equal variances

Group	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
Attorney Party	46	6.434783	.1412579	.9580576	6.150275	6.719291
	64	5.140625	.2576866	2.061493	4.625679	5.655571
combined	110	5.681818	.1717942	1.801792	5.341328	6.022309
diff		1.294158	.3269806		.6460253	1.94229

diff = mean(**Attorney**) - mean(**Party**) t = 3.9579
 Ho: diff = 0 degrees of freedom = 108

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.9999 Pr(|T| > |t|) = 0.0001 Pr(T > t) = 0.0001

Attorneys say that they were significantly more able ($p = 0.0001$) to express what was important to their side than parties (6.43/7 vs. 5.14/7)

Overall, was the mediation process fair?

Two-sample t test with equal variances

Group	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
Attorney Party	43	6.325581	.1439859	.9441784	6.035006	6.616157
	59	5.220339	.2735867	2.101459	4.672696	5.767982
combined	102	5.686275	.1773313	1.790959	5.334497	6.038052
diff		1.105242	.3435589		.4236313	1.786853

diff = mean(**Attorney**) - mean(**Party**) t = 3.2170
 Ho: diff = 0 degrees of freedom = 100

Ha: diff < 0 Ha: diff != 0 Ha: diff > 0
 Pr(T < t) = 0.9991 Pr(|T| > |t|) = 0.0017 Pr(T > t) = 0.0009



Attorneys rate the process as significantly more fair ($p = 0.0017$) than parties (6.33/7 vs. 5.22/7).

If a [friend/colleague] had a similar dispute, how likely would you be to recommend mediation?

Two-sample t test with equal variances

Group	Obs	Mean	Std. Err.	Std. Dev.	[95% Conf. Interval]	
Attorney	42	5.595238	.2832111	1.835417	5.023282	6.167194
Party	57	5.368421	.2783225	2.101289	4.810874	5.925968
combined	99	5.464646	.1996251	1.986244	5.068497	5.860796
diff		.226817	.4053363		-.5776633	1.031297

diff = mean(**Attorney**) - mean(**Party**) t = 0.5596
 Ho: diff = 0 degrees of freedom = 97

Ha: diff < 0	Ha: diff != 0	Ha: diff > 0
Pr(T < t) = 0.7115	Pr(T > t) = 0.5771	Pr(T > t) = 0.2885

There is no significant difference in likeliness of recommending between parties and attorneys.